Cases Reported this Week.

The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

WE UNDERSTAND that, in pursuance of recommendations by the judges, it has been determined to discontinue almost entirely the grouping of counties for the criminal assizes in autumn, and to arrange the time for beginning the assizes on each circuit so that all the judges may be in town when the Michaelmas Sittings begin, and that the assizes may end simultaneously with the close of those sittings. The effect of such a change would appear to be that the assizes will be held, beginning in the middle of November, at the following places:—

WESTERN. —Salisbury, Dorchester, Taunton, Bodmin, Exeter, Winchester, Bristol.
S. EASTERN.—Cambridge, Hertford, Chelmsford, Ipswich, Norwich, Maidstone, Lewes.
OXFORD . —Reading, Oxford, Worcester, Shrewsbury, Hereford, Monmouth, Gloucester, Stafford.
MIDLAND . —Aylesbury, Bedford, Northampton, Leicester, Lincoln, Nottingham, Derby, Warwick, Birmingham.
N. EASTERN.—Newcastle, Durham, York, Leeds.
NORTHERN. —Carlisle, Lancaster, Manchester, Liverpool.
WELSH . .—Ruthin, Carnarvon, Chester, Brecon, Carmarthen, Swansea.

A CONSIDERABLE LIST of matters to come before the Vacation Judge, at his first sitting on Wednesday next, is already in prospect.

A PROPOSAL has been set on foot by the Master of the Rolls that the ancient practice of fixing "The chapel of the Rolls" as a place of appointment for the receipt by suitors in foreclosure and redemption actions of mortgage money should cease, and that some other place or some other method of payment should be adopted. Either the money can be directed to be paid into court by the appointed day, to which we see no objection, or some such public place as the Central Hall of the Royal Courts of Justice could be substituted for "The chapel of the Rolls."

THE JUDGES of Court of Appeal No I. have not been able to make very great progress with the disposal of their list of final appeals from the Queen's Bench Division. The sittings have lasted for more than two months, and out of eighty-seven appeals set down for hearing, the court has only disposed of the appeals down to No. 45 in the list. It should also be remembered that the court had to ask the assistance of the other division of the Court of Appeal to enable them to grapple with the list of interlocutory appeals. Under these circumstances it is matter for congratulation that none of the Lords Justices have been taken away from their ordinary duties to constitute the "Charges and Allegations" Commission.

THE WITNESS ACTIONS disposed of during the present sittings by the five judges of the Chancery Division consist of twenty-four by Mr. Justice KAY, twelve by Mr. Justice CHITTY, seven by Mr. Justice NORTH, ten by Mr. Justice STIRLING, and seventy-five by Mr. Justice KEKEWICH, making 128 in all, and there will remain on the lists of those five judges an aggregate of 492 witness actions, besides about 313 other matters, making a total of upwards of 800. It must be borne in mind that the aggregate number of all matters in the lists of these judges at the commencement of the present sittings was 786, and that the present remanet of 800 will be largely added to before the next list is printed.

THE RAILWAY and Canal Traffic Bill, which is on the eve of passing into law, provides, by clause 4, for the appointment as an *ex officio* commissioner of "such judge of a superior court" as the Lord Chancellor "may from time to time by writing under his hand assign," such assignment to be made for a period of not less than five years. Clause 6 authorizes the appointment of an additional judge of the High Court on an address from both Houses of Parliament, and enables the judge so appointed to be "attached to such division or branch of the court as her Majesty may direct, subject to such power of transfer as may exist in the case of any other judge of such division or branch." The powers of the new commission come into force (clause 2) "on the expiration of the provisions of the Regulation of Railways Act, 1873"—*i.e.* (see Expiring Laws Continuance Act, 1887), on the 31st of December next. It will, therefore, apparently be necessary in the autumn session of Parliament to obtain an address from both Houses of Parliament for the appointment of a judge in place of the judge transferred to the new Railway and Canal Commission. Clause 50 of the Bill provides that in any proceedings under the Act "any party may appear before the commissioners either by himself in person or by counsel *or solicitor*"; and clause 51 provides for the keeping of a roll of Parliamentary agents entitled to practise in any proceedings under the Act "as an attorney or agent before the commissioners." Under clause 5 the commissioners, when holding a public sitting in London, "shall hold the same at the Royal Courts of Justice, or at such other place as the Lord Chancellor may from time to time appoint." It is difficult to see how accommodation can be provided for the commissioners at the Royal Courts, but we presume that some scheme is in contemplation with this object.

THE RELATIONS of a lessor to a sub-lessee, when the middle man, the original lessee, has become bankrupt, are by no means satisfactory. Under the Bankruptcy Act of 1869, when the trustee in bankruptcy disclaimed, this was to be treated as a surrender of the lease, but by *Ex parte Walton* (25 SOLICITORS' JOURNAL, 585, 17 Ch. D. 746) it was held that such surrender only operated so far as was necessary to relieve the bankrupt and his estate from liability, and did not affect the rights or liabilities of third parties. The construction thus put upon the old Act was incorporated more clearly in the Bankruptcy Act of 1883, in section 55, sub-section (2). Then, by sub-section (4), anyone interested *in the property* may put the trustee to his election whether he will disclaim or no. There has never been any doubt that these words include the lessor. Afterwards, by sub-section (6), it is provided that the court may, "on application by any person claiming any interest in any *disclaimed property*," make an order for the vesting of the property in any person entitled thereto. At first sight, this looks as though it were enacted in the interests of persons claiming under or through the bankrupt, and that the words "disclaimed property" must refer to his interest in the lease. This view was adopted by CAVE, J., in *Ex parte Turquand* (33 W. R. 752, 14 Q. B. D. 405); but in the later case of *Ex parte Shilson* (36 W. R. 187, 20 Q B. D. 343) the same judge, sitting as a Divisional Court with A. L. SMITH, J., altered his opinion, and allowed the lessor to compel a mortgagee by sub-demise to take a vesting order or be excluded from the benefit of his security. The same point has recently been discussed in the Court of Appeal in *Re Finley, Ex parte The Clothworkers' Co.*, and there, too, the lessor's right to apply for a vesting order has been upheld. This was done apparently, partly on the ground that the word "property" might well include the land itself, and partly because the lessor might be considered to have an interest in the lease by reason of his being interested in the performance of

the lessee's obligations. This, however, seems to be a very free dealing with the word, as an interest in property can hardly be applied to such rights resting on mere contract. The point is by no means free from doubt, and leave was given to appeal to the House of Lords.

THE ATTENTION of the House of Commons was called on Monday last to the extraordinary provisions of certain leases of houses in Castlewellan, county Down. It would appear that the lessor was animated by an aversion to "attornies-at-law" not less intense than that which is supposed to pervade a certain judicial bosom, and, following the practice in agricultural leases, with regard to ploughing up old pasture land, he reserved an increased rent in case the lessee, his heirs or assigns, "harboured or gave a night's lodging" to an "attorney-at-law." So that if the lessee were, whether knowingly or not, to "harbour" an "attorney-at-law," his rent would be increased during the residue of the term (*Farrant* v. *Olmius*, 3 B. & Ald. 692), and no equitable relief could be obtained (*Rolfe* v. *Paterson*, 2 Bro. P. C. 436). The question is likely, therefore, to arise, what constitutes "harbouring" an "attorney-at-law"? It is obviously important for the lessees to ascertain the limits to which they may go without incurring the increased rent, and if the houses held under these leases are numerous, it is also important for the Irish solicitor to know whether his fate is to resemble that of DRYDEN'S victims:—

> "For harbour at a thousand doors they knock'd,
> Not one of all the thousand but was lock'd."

We think we can afford some little consolation to both of the classes referred to. In the first place, the word "harbour" is derived from the Danish word "herberg," an inn, and means "a lodging," or "place of entertainment or rest" (see WEBSTER and LATHAM). In order, therefore, to make the increased rent payable, there must, apparently, be accommodadation afforded to an "attorney-at-law" in the nature of lodging and food; hence a mere call or casual visit, not extending to a night's lodging, would not come within the provision. Still less would a visit to make a will, procure the execution of a document, or serve legal process. Under the words in the Prevention of Crimes Act (34 & 35 Vict. c. 112, s. 10)—"knowingly . . . harbours" [certain classes of persons]—it has been held that "it is not every casual meeting" of such persons "who might accidentally come together, which constitutes an offence": *Marshall* v. *Fox* (19 W. R. 1108, 6 Q. B. 37): hence it would appear that the accidental "coming together" of two or more attornies-at-law in one of the demised houses would not operate to increase the rent. But the decision seems to shew that a "friendly lead" or "free-and-easy" held in one of the demised houses, and attended by attornies-at-law, might constitute a "harbouring." In the next place, the provision does not appear to prevent the lessee from assigning to an "attorney-at-law": a lessee who has parted with his whole interest cannot be said to "harbour" or "give a night's lodging to" an attorney-at-law, nor can the assignee be properly said to "harbour" himself. Possibly, however, this may be guarded against by the requirement of the lessor's licence to an assignment. And, lastly, there are no longer any "attornies-at-law" in Ireland; section 78 of the Supreme Court of Judicature (Ireland) Act, 1877, transformed them into "solicitors of the Court of Judicature." It is true that it provides that they shall be "subject to the same obligations, so far as circumstances will permit, as if this Act had not passed," but this, we apprehend, refers to their obligations as officers of the court; and it does not, perhaps, necessarily follow that a provision in a lease relating to an "attorney-at-law" would extend to a solicitor of the Court of Judicature.

A CORRESPONDENT in another column suggests a doubt as to the correctness of the practice of the Inland Revenue authorities in charging with stamp duty as a deed an agreement executed by a municipal corporation under its common seal without any form of delivery. In spite, however, of his ingenious argument, we think that this practice would probably be upheld by the courts. It is true that, as our correspondent remarks, an instrument is not necessarily a deed because it is sealed and delivered. Something depends on its nature or purpose and subject-matter. Our correspondent instances an award; and in *Reg.* v. *Morton* (L. R. 2 C. C. R. 22) it was held that a letter of orders under the seal of a bishop was not a deed. From the judgments in that case, and the authorities referred to in it, the conclusion would seem to be that the instrument must be such as to create rights and liabilities or to convey property, title, or interest, and must not be in the nature of a mere certificate or declaration of facts. But, though it may be difficult to frame an accurate definition of a deed, it is at least clear that a contract is a proper subject-matter for a deed; and on a former occasion, in discussing the Form and Execution of Deeds (30 SOLICITORS' JOURNAL, 636), we pointed out that most of the old definitions of a deed limit its subject-matter to contracts. To say that the corporation seals, not with the intention of making a deed, but because sealing is the only way in which it can contract, seems equivalent to saying that it can only contract under seal. This proposition is, of course, not quite accurate, for at common law a corporation can do some acts without deed (see Pollock on Contract for a discussion of this subject). But we do not think the corporation could be heard to say that an instrument duly executed in such a manner as, *primâ facie*, to make it in law a deed, was not intended to be a deed, and ought not to be held to be a deed, because the corporation could not have bound itself by any other means. As to formal delivery, it is laid down that the affixing of the seal of a corporation *primâ facie* imports delivery (see *per* Wills, J., in *The Mayor, &c., of the Staple* v. *Bank of England*, 21 Q. B. D. 160), and, in any case, as we have pointed out in the articles already referred to (see 30 SOLICITORS' JOURNAL, 651), anything to shew that the corporation's instrument was intended to be finally executed and binding is sufficient.

THE COURT OF APPEAL last week read Mr. Justice KAY a severe lesson. In *Re Parker's Will*, reported elsewhere, trustees of a fund belonging absolutely to a lady, who had for many years been confined in a lunatic asylum, but had been discharged two years previously, paid the fund into court under the Trustee Relief Act. Their reason for doing so was that, in their opinion, she was still incapable of transacting business or giving a proper discharge for the money; and their opinion was fortified by the medical superintendent of the asylum from which she had been discharged, who stated that she was not capable of having the control of a large sum of money. On an application by the lady for payment out of the fund, however, Mr. Justice KAY not only made the order, but, as the *Times* reporter puts it, commented "in terms of the greatest severity" on the conduct of the trustees, and ordered them to pay all the costs of the summons, and to repay the costs which they had deducted from the fund on payment in. In making this latter order the judge must have known that it had been decided by the Chancery Appeal Court in *Re Bloye's Trusts* (1 Mac. & G. 504) that the court has no jurisdiction to order the costs deducted to be repaid. The Court of Appeal held (1) that "there was nothing unreasonable on the part of the trustees in the course they had taken of paying the money into court. The trustees had not acted in any way improperly, and there was no ground for ordering them personally to pay the costs of the summons"; and (2) "as to ordering the trustees to repay the costs which they had retained out of the fund, there was no jurisdiction to do so on the present application." Mr. Justice KAY will therefore carry away with him to his vacation retreat the satisfaction of having commented "in terms of the greatest severity" on the proceedings of trustees who, according to the Court of Appeal, "had not acted in any way improperly," and of having made a punitive order for which, in the opinion of that court, there was "no ground."

THE DECISION of the Court of Appeal in *Re Hamlet, Stephen* v. *Cunningham* (reported elsewhere) is another blow at the old doctrine, once prevalent in courts of equity, that the express words of an instrument might be disregarded in favour of the presumed intention. The question at issue involved the construction of the word "leaving," and in commenting recently upon Mr. Justice KAY'S decision in the same case (*ante*, p. 642) we took occasion to review briefly the leading authorities on the subject. These clearly shew the changed tendency of modern times, and where the old Chancellors found words "strong and difficult to manage," yet

struggled successfully with them, the judges of the present day are content to take the instruments as they find them and give them their literal meaning. Unforeseen contingencies may often escape the notice of the draftsman and frustrate the intention of testators and settlors; but while the old free construction which allowed for this may sometimes have averted an injustice, there is far more simplicity and clearness in the modern maxim, now once again asserted by the Court of Appeal, that the court cannot make a man's will for him, or for that matter any other instrument, but can only construe what he has himself made. And in such rules as this, simplicity and clearness mean a greatly decreased chance of litigation. Of course, where an instrument is really ambiguous, a construction in favour of vested interests will still be given to it; but where the words, grammatically considered, are free from doubt, there will be little use in future in asking the court to overcome them by means of any artificial rule of construction.

It is important to remember that the old practice of the Court of Chancery which prescribed that, where the estate of a testator or intestate is being administered by the court, the persons in the position of trustees have no right to deal with any part of the estate without the sanction of the court first obtained, is not relaxed. In a case of *Re Enos Jones, Williams* v. *Jones*, before Mr. Justice Kay on Thursday, the 9th inst., it turned out that, although there was an order for administration, the administratrix had sold the intestate's leaseholds without the sanction of the court, and the reason assigned for this act was that the order directed the property to be sold, and also prescribed that no proceedings were to be taken under the order without the sanction of the judge in person; the parties apparently treating the act of selling as not being a "proceeding." Mr. Justice Kay characterized the act as highly improper.

LEGITIMATION BY SUBSEQUENT MARRIAGE.

In the case of *Re Caroline E. Grove, Vaucher* v. *Solicitor to the Treasury*, in which the Court of Appeal delivered judgment on Tuesday last, a point of private international law of considerable interest was decided for the first time by an English Court.

Caroline Grove died intestate in 1866, and the point for decision was which of two sets of claimants were entitled to take under the Statute of Distributions. The common ancestor was Marc Thomegay, a workman of Geneva, who came to England in 1734. In 1744 he had a daughter, born out of wedlock, by one Martha Powis. In 1749 Marc married an Englishwoman, by name Elizabeth Woodhouse, but subsequently, on the death of Elizabeth, he returned to his early love; married Martha in 1755; and, in 1764, became the father of a second daughter, by name Sophia. The one set of claimants to Caroline Grove's personal estate consisted of the Vaucher family, who were descended from Sara, the eldest daughter of Marc and Martha, but born before the marriage of her parents; the other set consisted of the Falquet family, the descendants of Sophia. It was common ground that Marc's intervening marriage with Elizabeth Woodhouse did not, according to Genevese law, affect his capacity to legitimate Sara by his subsequent marriage with her mother. The matter was further complicated by a petition, presented by Marc Thomegay to the Council of Geneva in 1774, asking for a declaration of the legitimacy of the children born to him by Martha Powis before marriage, and a decree of the Council in accordance with the petition. The Court of Appeal held, however, that they could not consider the petition and decree unless it was shewn that, at the time of the presentation of the petition, Marc's domicil was Genevese.

Previously to the decision in *Re Goodman's Trusts* (29 W. R. 586) it has always been assumed, on the authority of a *dictum* of Vice-Chancellor Wood in *Boyes* v. *Bedale* (1 H. & M. 798), that the distribution of an intestate's property was governed by the law of the domicil of the intestate. *Goodman's Trusts*, however, decided that the proper law for determining the kindred under the Statute of Distributions was the international law adopted by the comity of nations, and that a child born before wedlock of parents who were at her birth domiciled in a country where *legitimatio per subsequens matrimonium* was possible, and legitimated according to the law of that country by the subsequent marriage of her parents, was entitled to share in the personal estate of an intestate dying domiciled in England.

The point to be considered, therefore, in deciding between the claims of the Vauchers and the Falquets turned upon whether or not Marc Thomegay had abandoned his Genevese domicil of origin and acquired an English domicil of choice. Then arose the further question, in order to bring the case within the principle laid down in *Goodman's Trusts*, Was the date of the birth alone—viz., 1744—the crucial date, or was it necessary for the court to be satisfied that at the date of the subsequent marriage—viz., 1755—as well as at the date of the birth of the child, Marc Thomegay still retained his Genevese domicil? Now the evidence to shew that in 1744 Marc had abandoned all *animus revertendi* was extremely scanty, whilst there was very little room for argument that, by 1755, he had made up his mind to make England his permanent home. Consequently, those who relied on Sara's illegitimacy were in a much more favourable position, if it was necessary for those who sought to establish her legitimacy to prove a Genevese domicil on the part of her father in 1755 as well as in 1744, than they would have been if the time of the birth alone had been the crucial date.

In the court below the point did not arise; Mr. Justice Stirling holding that, in 1744, Marc's domicil was no longer Genevese, but English. The learned judge, however, appeared to be of opinion, though he did not expressly decide the point, that if the Vauchers could have proved that Marc's domicil at the date of the birth was Genevese, the Falquets would have been out of court, and that his domicil at the date of the marriage was immaterial.

It is curious that the exact point raised in this case had never hitherto been before the courts. In all the reported cases, with one exception, the domicil of the father was the same at the time of the subsequent marriage as at the time of the birth. The exception referred to is the case of *Re Wright's Trusts* (25 L. J. Ch. 621), where the domicil of the father was English at the time of the birth and French at the time of the subsequent marriage, and Vice-Chancellor Wood held that the child was not legitimate for the purposes of the English law. In the cases of *Udny* v. *Udny* (1 H. L. Sc. 441) and *Munro* v. *Munro* (7 Cl. & F. 842)—both Scotch appeals—the judges appear to have been of opinion that, for the purposes of *legitimatio per subsequens matrimonium*, a Scotch domicil at the time of the subsequent marriage as well as at the time of the birth was necessary, but, inasmuch as the domicil remained unchanged in both these cases, the point was not actually decided.

When we turn to the text-book writers, we find a curious conflict of opinion. Mr. Westlake says: "With regard to the legitimation of a child by the subsequent marriage of its parents, neither the place of its birth nor that where the marriage is contracted is important. But such legitimation cannot take place unless permitted by the personal law of the father at the date of the marriage. . . . Neither, however, can it take place unless it is also permitted by the personal law of the father at the date of the birth" (Westlake's Private International Law, p. 85). Mr. Dicey commits himself to an opposite opinion, though not without some hesitation. He puts the question: "What is the effect of a change of domicil after the birth of a child and before the marriage of the parents?" And answers it thus: "Such a change of domicil from, *e.g.*, England to Scotland, clearly does not affect the illegitimacy of the child. After, as before, the marriage the child remains illegitimate. The effect of a change of domicil from Scotland to England is more doubtful. Probably it does not affect the legitimacy of the child. But this is not certain. It is possible that the effect of the marriage must, in this case, be taken to depend on the *lex domicilii* at the time of the marriage—*i.e.*, the law of England" (Dicey on the Law of Domicil, p. 192). Dr. Story also appears to be of opinion that the domicil of the father at the time of the subsequent marriage is immaterial (Story's Conflict of Laws, 8th ed., p. 142).

As a matter of fact, the Court of Appeal were not called upon to decide the actual point, since Lord Justice Cotton and Lord Justice Lopes both agreed with Mr. Justice Stirling that Marc's domicil was English at the time of Sara's birth; Lord Justice Fry, on the other hand, holding that there was not sufficient evidence to shew a change of domicil in 1744. Lord Justice Cotton and Lord Justice Fry, however, both dealt with the question of the effect of a change of domicil between the birth and the subseqent marriage,

holding that the English courts could not give effect to *legitimatio per subsequens matrimonium*, unless the father, *both at the time of the birth and of the subsequent marriage*, was domiciled in a country where such legitimation was permitted. Their lordships were of opinion that it was necessary that the father, at the time of the birth of the child, should be domiciled in a country whose laws permit subsequent legitimation, in order that the child might have the capacity for being legitimated, but that it was the subsequent marriage which gave the legitimacy, and that the subsequent marriage could not have any legitimating effect if, at the time of the marriage, the father had become domiciled in a country the laws of which refused to recognize subsequent legitimation. This decision, together with the decision in *Wright's Trusts* (the exact converse of the present case), establishes the proposition that the English courts will not recognize legitimation by subsequent marriage unless the domicil of the father both at the time of the birth and of the subsequent marriage was that of a country the laws of which permit such legitimation.

DEVISES OF COPYHOLD MORTGAGE OR TRUST ESTATES.

I.

As the common law takes no cognizance of trusts or equities, it follows that on the death of a person intestate as to estates of inheritance vested in him solely as trustee or mortgagee, prior to the recent alterations in the law, they devolved in the same manner as if he had been beneficially entitled to them. In this respect the law was the same as to copyholds. On the death of the tenant on the rolls, or of a person to whose use a surrender had been made on which he had not been admitted (*Kite and Queinton's case*, 4 Rep. 25a; *Barker* v. *Denham*, Sty. 145), his customary heir was entitled to be admitted, notwithstanding that he was a trustee or mortgagee.

This rule of law was found to be inconvenient. The question who is the heir or customary heir of a person dying is sometimes one of much difficulty, and in the case of the death of a mortgagee the necessity of obtaining the concurrence of the heir in any dealing with the mortgage, the money secured by which passed to the personal representatives, occasioned expense.

To obviate these inconveniences a practice was introduced of devising mortgage and trust estates, generally to the persons named as executors, the effect being that, although the question whether the devisees could execute the trusts depended upon the terms of the instrument creating them, no difficulty could arise in dealing with the legal estate, and that where the testator was a mortgagee both the mortgaged property and the right to receive the money secured by it were vested in the same persons.

Before the 12th of July, 1815, copyholds could not be devised except by virtue of a special custom; if a copyholder of a manor where there was no such custom wished to devise his copyholds, he made a surrender to the use of his will, and the estate passed by the surrender, not by the will, which merely operated as a declaration of the uses of the surrender: *Semaine* v. *Anon* (1 Bulst. 200), *Attorney-General* v. *Vigor* (8 Ves., at p. 286). By 55 Geo. 3, c. 192, all devises thereafter made of copyholds, though not surrendered to the use of the testator's will, were rendered as valid as if they had been surrendered to the use of the will; the Act gave no new testamentary power, it merely supplied the want of a surrender. Before 1838 a devise by a surrenderee of copyholds before admittance did not pass the legal estate: *Wainwright* v. *Elwell* (1 Mad. 627), but the heir of the deceased tenant on the roll could devise before admittance: *Right d. Taylor* v. *Banks* (3 B & Ad. 664).

The law, however, was altered by the Wills Act (7 Will. 4 & 1 Vict. c. 26), which enables a person by his will, made or revived after 1837, to dispose of all real estate "to which he shall be entitled, either at law or in equity, at the time of his death, and which, if not so devised, bequeathed, or disposed of, would devolve upon the heir-at-law or customary heir of him, or if he became entitled by descent, of his ancestor." In the case of copyholds the estate vests in the heir till the admission of the devisee: *Garland* v. *Mead* (L. R. 6 Q. B. 441), and a devise has the same effect as if a surrender had actually been made to the use of the will: *Lacey* v. *Hill* (19 Eq. 346).

It should perhaps be observed that, though an unadmitted devisee or surrenderee can devise the copyhold, his devisee takes no legal interest, and that even if he is admitted: *Matthew* v. *Osborne* (13 C. B. 919), a case well worthy of careful perusal.

It has been decided that a copyholder may give a power of sale to his executors or other persons named in that behalf in his will: *Beal* v. *Shepherd* (Cro. Jac. 199), *Holder* v. *Preston* (2 Wils. 400), *Glass* v. *Richardson* (9 Ha. 698; same case, 2 De G. M & G. 658), *Reg.* v. *Wilson* (3 B. & S. 201); and that if they can sell under the power before the lord can seize *quousque* (as to which see *Doe* v. *Trueman*, 1 B. & Ad. 736) their appointee has a right to be admitted without any admission of and surrender by the devisees or heir. There is, however, no reason to think that, in the absence of special custom, a devise of copyholds "to such uses as A. shall appoint and, in default of appointment, to the use of A." *or* "of B," would enable A., by an exercise of his power, to confer a right on his appointee of being admitted so as to avoid the necessity of some person being admitted, who would afterwards surrender to the use of the appointee.

In considering this question it must be remembered:

(1) That the Statute of Uses does not apply to copyholds (*Rowden* v. *Malster*, Cro. Car. 42), because "the transmutation of possession by the sole operation of the statute would tend to the lord's prejudice": see as to this reason the resolution in *Heydon's case* (3 Rep., at p. 8a, cited *post*).

(2) That the question what effect will be given to a surrender to such uses as A. shall appoint is different from the question whether the lord is bound to accept such a surrender. Compare *Rex* v. *The Lord of the Manor of Oundle* (1 Ad. & El. 283), where the lord accepted a surrender in this form, and was therefore bound to admit the appointee, with *Flack* v. *Downing College* (13 C. B. 945), where it was held that he was not bound to accept the surrender.

Flack v. *Downing College* was the case of a power attempted to be created by a surrender, not by a will; but the reasoning in that case applies to a power attempted to be created by a will, and the conclusion is irresistible that, in the absence of special custom, the appointee under a will is not entitled to be admitted where the power is not created merely for the purpose of enabling a sale to be effected without the admission of the devisees or heir.

We have now to consider the effect of modern legislation. By the Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78), s. 4, which was repealed and superseded by the Conveyancing Act, 1881, s. 30, "the legal personal representative of a mortgagee of a freehold estate, or of a copyhold to which the mortgagee shall have been admitted, may, on payment of all sums secured by the mortgage, convey or surrender" the mortgaged estate. This enactment, which applied to reconveyances only, not to transfers (*Re Spradberry's Mortgage*, 14 Ch. D. 514), did not cause any alteration in the practice of devising trust and mortgage estates.

The Conveyancing Act, 1881, s. 30, provides that "all estates of inheritance vested in any person solely, on any trust or by way of mortgage, shall, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives from time to time in the same manner as if the same were a chattel real vesting in them or him."

This enactment has been decided to apply to copyholds: *Re Hughes* (W. N., 1884, p. 53). This decision has been doubted, but it appears to fall within the resolution in *Heydon's case* (3 Rep., at p. 8a):—"When an Act of Parliament doth alter the service, tenure, interest in the land or other thing in prejudice of the lord or of the custom of the manor, or in prejudice of the tenant, there the general words of such Act of Parliament shall not extend to copyholds; but when an Act of Parliament is generally made for the good of the weal public, and no prejudice can accrue by reason of alteration of any interest, service, tenure, or custom of the manor, there many times copyhold and customary estates are within the general purview of such Acts": see also same case, at p. 9a.

Since 1881 it has been the general practice to omit devises of trust and mortgage estates in reliance on the section of the Conveyancing Act above cited.

In 1887 the Copyhold Act (50 & 51 Vict. c. 73), was passed. Whatever merits this Act may have, it has two serious demerits. First, it is drawn in very obscure language; second, it was made to come into operation from the date of its receiving the

Royal Assent (September 16, 1887), the consequence being that many dealings with copyholds must have taken place in ignorance of the Act having come into operation. We cannot help thinking that it would be wise for Parliament to provide by standing orders that all Bills brought in by private members should contain a clause (which might be struck out in committee if thought proper) providing that the Act should not come into operation till a reasonable time had elapsed after it became law, so as to render it possible for those who are interested to master its provisions.

The Act provides (section 45) that:—"The 30th section of the Conveyancing and Law of Property Act, 1881, shall not apply to land of copyhold or customary tenure vested in the tenant on the court rolls of any manor upon any trust or by way of mortgage."

It has been held that this section is retrospective, so that where the tenant on the rolls died after 1881 and before the passing of the Copyhold Act, 1881, and his personal representatives had not dealt with the land, the right to be admitted vested in his customary heir: *Re Mills* (*ante*, p. 128).

The result appears to be (1) that on the death of an *unadmitted* surrenderee the right to be admitted vests:—

If he is beneficially entitled, in his customary heir or devisee;

If he is entitled as trustee or as mortgagee, in his legal personal representative;

and (2) that on the death of the tenant on the rolls the right to be admitted, whether he is beneficially entitled or not, vests in his heir or devisee.

We propose to consider next week the course which should be adopted in the future with regard to copyhold mortgage or trust estates.

REVIEWS.

INJUNCTIONS.

A Treatise on the Law and Practice of Injunctions. Third Edition. By William Williamson Kerr, M.A., Barrister-at-Law. W. Maxwell & Son.

This book is too well known for its usefulness to be a matter of doubt, and it may seem ungracious to take exception to it. Nevertheless it seems to us an example of the method in which legal libraries are made unnecessarily large. The subject of the work relates to one of the remedies which the courts grant for the invasion of rights, legal or equitable. There are certain well-known classes of rights which are specially liable to be infringed by the wrongful acts of other parties, and for the protection of which an injunction, either temporary or permanent, is specially desirable. Such are the rights of remaindermen in real estate, the rights of patentees and the owners of copyright, the rights of claimants to property which is liable to be lost or destroyed pending litigation, and many others. But when these rights have been enumerated, and the manner in which the remedy by injunction is applicable to them has been explained, it does not seem as though it were within the province of the book to examine minutely into the rights themselves. For this reference might easily be made, and doubtless in most cases would be made, to the works specifically dealing with them. Nevertheless in connection with each right to which the remedy by injunction is applicable, Mr. Kerr gives a fairly complete account of the right itself. Thus the chapter on injunctions against nuisance contains the elements of a treatise on easements, while similarly those on the infringement of patents and of copyright go fully into the origin, the validity, and the nature generally of these rights. The result is that the work is not only an authority on injunctions, but also incorporates various large departments of substantive law. It may be that in practice this is a convenient arrangement, and Mr. Kerr, doubtless, has good reasons for adopting it. But such a method of treating the subject enormously increases the size of the book, and the subjects introduced are so wide that sufficient care can hardly be bestowed upon them. An instance of this will be found on p. 444, where the author is dealing with covenants in restraint of trade. Here he says that *Whittaker* v. *Howe* (3 Beav. 383), by which an attorney was prevented from practising in Great Britain for twenty years, cannot now be considered sound law, and yet he refers elsewhere to the recent case of *Davies* v. *Davies* (36 W. R. 86, 36 Ch. D. 359), in which considerable doubts were expressed in the Court of Appeal whether even a general restraint of trade would, merely on that ground, be held to be invalid. In general, however, the statements of the law are all that could be desired.

A little more attention, perhaps, might have been bestowed on the general arrangement of the book, and some inaccuracies might have been avoided. Thus the question of injunctions against trespass on the part of companies incorporated by Act of Parliament is dealt with in chapter 5, where there is a dissertation on the construction of Acts of Parliaments and on the Lands Clauses and other Acts. We are there told (p. 118) that the principles on which the court acts in granting injunctions differ in some respects from those upon which it acts in reference to private individuals. Yet, in the chapter in which the author treats specially of injunctions against incorporated and other companies, we are told (p. 529) that the principles in the two cases are the same. Again, it might be difficult to reconcile Mr. Kerr's general definition of nuisance on p. 166 with the particular cases which he subsequently deals with, such as nuisance to rights of way (p. 266). But this is due to the unusual course of speaking of all infringements of easements as nuisances.

It seems to us that by omitting much of the substantive law, and collecting into a smaller compass the principles upon which the granting of injunctions really depends, a more useful book would have been produced. Still, as we have already said, the utility of the method which Mr. Kerr first adopted twenty years ago has been proved by the success which his work has had. Following the same lines, this edition will be found clear and accurate, and, though it may not be exactly in the form we should have wished, yet it will be a very valuable help to the practitioner.

PARTNERSHIP.

A Treatise on the Law of Partnership. By the Right Honourable Sir Nathaniel Lindley, one of the Lords Justices of her Majesty's Court of Appeal, assisted by William C. Gull, M.A., and Walter B. Lindley, M.A., Barristers-at-Law. Fifth Edition. W. Maxwell & Son.

It is now nearly thirty years since the first edition of this book appeared. Its great excellence placed Lord Justice (then Mr.) Lindley in the first rank of writers on law. Each successive edition has been an improvement on its predecessor.

"With a view to convenience and expense, advantage has been taken of the opportunity afforded by the demand for a fifth edition, to divide the former treatise into two parts, each of which shall be complete without the other—viz., the law of partnership proper and the law of companies, in so far as it has any connection with the former. This volume is devoted to the first of these parts—viz, the law of partnership proper."

The reader might imagine that but few important changes in the law of partnership could have been made since 1860, the date of the first edition. This opinion, however, is erroneous. In 1860 it was still a vexed question whether sharing profits did by itself constitute a partnership; while many, perhaps most, lawyers believed that it did, our author had the credit (see 1st ed., p. 13) of pointing out that "it is scarcely accurate to say that community of profit is the test of partnership. . . . Whether persons are partners or not is a question of intention, to be decided by a consideration of the whole agreement into which they have entered." The views upheld by our author are now settled law: *Cox* v. *Hickman* (8 H. L. C. 268); *Mollwo, March, & Co.* v. *Court of Wards* (4 P. C. 419); *Pooley* v. *Driver* (5 Ch. D. 458); see also *Badeley* v. *Consolidated Bank* (36 W. R. 745, 38 Ch. D. 238), and are now restated by him as follows (see p. 10): "Whether an agreement creates a partnership or not depends on the real intention of the parties to it."

Perhaps the most important decision since the last edition of this book is the *Yorkshire Banking Co.* v. *Beatson* (5 C. P. D. 108), which decided, contrary to the older opinion, that, although *primâ facie* sleeping partners are bound by the acceptances of the acting partner, still, if he trades and gives an acceptance in his own name, and the sleeping partners can shew that he gave the acceptances as his own and not for the firm, they will not be liable, even to a *bonâ fide* holder for value.

The profession owes Lord Justice Lindley much gratitude for the conscientious manner in which he has edited the present edition. It has not been framed with scissors and paste; where necessary it has been re-written; nothing but a careful comparison with the last edition will enable the reader to detect the places where chapters or paragraphs relating to the law of companies have been omitted. As usual the index is very good. There is, however, a defect, and to our mind a serious defect, in the book—namely, that: "It ought to be mentioned that no attempt has been made to collect cases decided since the establishment of the *Law Reports* and not reported therein." While we admit that most cases of importance will be found in the *Law Reports*, it must be remembered that a book of this nature is used by the practising lawyer, not merely to ascertain the more important cases, but to make certain that no judge has given a decision on points of minor detail, or indirectly bearing on the subject. We think that all the reported decisions ought to have been collected, and that the fact of this not having been done will materially interfere with the utility of this book.

CORRESPONDENCE.

ON TWO UNDER-ESTIMATED SOURCES OF CONFUSION IN THE CAUSE LISTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—These are (1) The omission to give notice at the Associates' Office when a cause is settled or otherwise disposed of, and (2) The inordinate number of postponements.

In the report of the joint committee of the bar and solicitors which was recently presented to the judges the following passage occurs:—"It happened at the commencement of the Michaelmas Sittings, 1887, that something like eighty special jury causes which appeared in the printed list were disposed of, or disappeared, in the first four days. It is, of course, impossible that one-fifth of the eighty causes could be tried, nor were they, but this very rapid progress in the list at one period of the sittings, followed by a very slow progress in the list at another period of the sittings, is most injurious to the suitors, and inconvenient to the legal profession."

Every reformer will desire that the true root of any existing evil should be exposed, and I therefore wish to point out that the paragraph just quoted is founded on a misapprehension, namely, that the list in question was galloped through owing to some fault in the arrangements of the courts: this was not so. What happened arose entirely out of the first of the two sources of confusion to which I propose to advert in this letter, namely, the omission on the part of solicitors to give notice that their causes, though not withdrawn from the list, were no longer for trial. A number of such causes which stood at, or near, the head of the list on the occasion referred to had been put off from previous sittings by the act of the parties themselves, mostly for the purpose of settlement; anyhow, an abandonment of all further proceedings was the practical result. Some of these causes in the course of their earlier careers had been postponed as many as five, six, or seven times. When, therefore, they were put into the list and called on, no one appeared, so they were struck out, and the judge had day by day to rise early for want of something to do. Finding that his lists thus consisted mostly of phantoms, he naturally desired to have a large daily allowance so as to get something to work upon. When the causes which were really for trial were in this manner prematurely reached, the parties, of course, were not ready, nor ought they to have been so. I am in a position to say that this is the exact account of what happened because I examined all the facts very carefully at the time, and went into them with the judge.

A suggestion has been made that it would be desirable to impose a penalty on any solicitor not taking his cause out of the list when settled, or giving notice when it virtually ceases to stand for trial, and the Lord Chief Justice recently framed an order for this purpose: this, however, was on further consideration abandoned. For in practice it would be hardly short of impossible to enforce any such penalty. If it were to be made recoverable at all, it would have to be demanded (this would be indispensably necessary) at the entry of each cause, and to be refunded, of course, at a later date, if not forfeited. But this whole arrangement, as could easily be shewn, would prove intolerably troublesome to everybody all round, and whatever benefit, if any, could result from it would be only infinitesimally small. A long notice could not be enforced, or might not be capable of being given, and a short one, under such circumstances as were cited just now, would actually accelerate the pace of the court and the consequent mischief. For if on the occasion referred to the defunct causes had been at the last moment withdrawn, or marked as settled, and had thus not been put into the list for the day, the court, instead of rising early several times in succession, would have made a much more sudden descent upon the first living causes, on—say—the second or third day instead of, perhaps, the fifth or sixth. All that can be done by the officers has always been done, namely, by making an appeal to solicitors, strongly worded, and prominently placed at the top of every list, calling attention to the public inconvenience which arises from the omission to give timely notice when causes are settled. If public spirit does not lead solicitors to shew consideration to other people in the matter in question, the disasters of Michaelmas Sittings, 1887, will constantly repeat themselves in one form or another, although not often, perhaps, so conspicuously.

As to the second source of confusion, the inordinate number of postponements, the following figures are noteworthy. The printed list for the present sittings is of 824 causes. Omitting the numerous cases which have been withdrawn or made *remanets* by the parties themselves, and thus taken out of the current list for good and all, there have been up to this moment 737 postponements (and this number will of course be increased before the courts rise) to dates within the limits of the sittings. Nobody can fail to see what the effect of this must be in bringing the list into a muddle, and in defeating all computations as to dates of trials. The evil will be much mitigated by a regulation, which is to come into force at Michaelmas next, to the effect that no cause shall be taken out of a weekly list by postponement or stay except by leave of the judge upon an application to be made to him at the time of trial. This regulation will impose the penalty of the costs of the day upon every postponement of a cause which is close upon its time of trial, but it will have no application to the part of the list beyond that allotted to the current week.

Greater strictness than is now used in entertaining applications to postpone cannot easily be exercised. If, for example, the officer in charge of the lists is asked by both sides to sign a consent order for deferring a trial on the ground that negotiations for a settlement are in progress, it is worse than useless to refuse, although it may appear to him that the negotiations, if, indeed, they are to be credited with any real vitality at all, are suspiciously inanimate. For the result of refusing, and thus forcing the cause into the day's list, would merely be that an application to defer the trial would be made to the judge in court, who would be pretty sure to accede to it. Many of the other reasons for delay which are commonly given are frequently most unsatisfactory. But they cannot easily be gainsaid, for when two adversaries unite for once in contending for the same object they become pretty nearly masters of the situation, since a third person is at a great disadvantage in attempting to elicit and appraise the real facts, which can only be ascertained from the parties themselves, who for the present purposes are acting in concert. The territory, however, which for the time being will lie beyond each week's portion of the list may still be permitted to become the scene of some disorder, since this will not affect the causes which, being close upon trial, will thus have become most sensitive to any alteration of their position. And the territory in question will be brought in the regular course of things into a clear and well-ordered condition, as succeeding weekly lists, with their thorough re-arrangements and their stringent regulations, appropriate it bit by bit.

T. W. ERLE.

Associates' Department, August 2.

QUASI SIMPLE CONTRACTS BY A CORPORATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—An agreement in writing is entered into between a municipal corporation and individuals. To this instrument the corporation affix their common seal, without using any form of delivery, and the individuals subscribe their names. The agreement is one which might have been entered into between individuals as a simple contract.

The instrument can only be chargeable with duty under the Stamp Act as "a deed of any kind whatsoever, not described in this schedule," or as "an agreement under hand only, and not otherwise specifically charged with any duty." The Inland Revenue Commissioners have always required a deed stamp to be impressed on such an instrument, holding that it is chargeable under the former head. Is it clear that this ruling would be upheld, if challenged, and if the question were carried beyond the adjudication department? Having regard to the length of time it has been acquiesced in, or submitted to, notwithstanding the very large number of instruments affected, a doubt as to its correctness is expressed with diffidence.

No form of delivery being requisite on the sealing of a deed by a corporation, an argument cannot be founded on its omission.

The case of *Brown* v. *Vawser* (4 East, 585) shews that a writing, sealed and delivered, is not necessarily a deed or an escrow. It was there held that an award, under seal, need not have a deed stamp unless delivered as a deed, but that, being only delivered as an award, it was sufficient if it had the award stamp.

In an unreported case referred to in Arnould on Marine Insurance, 6th ed., p. 157, the declaration was on a simple contract, whereas the document relied on (a policy of marine insurance) was made by a company under seal. On objection being taken by defendant's counsel, Blackburn, J., inquired whether the seal in that case was of any other legal effect than merely the form proper to the company. The objection was then not further pressed.

The corporation seal the instrument, not with the intention of making it their deed, but because sealing is the only mode in which they can contract. The instrument does not purport to be a deed, and delivery of a deed cannot, therefore, reasonably be presumed. It may well be contended that the sealing of the instrument in question is (to follow the words of Blackburn, J.) merely the form proper to the corporation, and that it has no other legal effect than that which follows signature by an individual.

The view taken by the Inland Revenue Commissioners involves the anomaly of an instrument being a deed as regards one of the contracting parties and a simple contract in writing only as regards the other. The corporation would thus be deprived of the protection of the Statute of Limitations applicable to simple contracts, the other parties to the contract being, of course, under no such disadvantage.

The Stamp Act contains no special definition of a deed. If the

instrument in question is not a deed at law, it cannot, it would seem, be chargeable as a deed for the purposes of revenue.

FRANCIS HENRY VENN.

1, Old Serjeant's-inn, Chancery-lane, W.C., Aug. 2.

CASES OF THE WEEK.

COURT OF APPEAL.

McGREGOR *v.* McGREGOR—No. 1, 7th August.

HUSBAND AND WIFE—PAROL AGREEMENT FOR SEPARATION—VALIDITY—STATUTE OF FRAUDS (29 CAR. 2, c. 3), s. 4.

Action by a wife against her husband for £6 arrears of maintenance, payable under a parol agreement for a separation. In June, 1886, the plaintiff, who had frequently suffered ill-usage from her husband, took out a summons against him for assault. The husband thereupon took out a cross-summons for assault. When the summonses were about to come on the parties agreed to live separate and apart—that the defendant should pay to the plaintiff £1 a week, that she should therewith maintain herself and three children, that she should indemnify the husband against any debts contracted by her, and that the summons should be withdrawn. The plaintiff and defendant accordingly separated, and the plaintiff maintained the children. The maintenance being in arrear, the plaintiff brought this action, and the defendant contended that the separation agreement was invalid, on the grounds (1) that there was no trustee; (2) that it contained stipulations as to the custody of the children; and (3) that no action could be brought upon it, as it was not in writing, and was not to be performed within one year, within section 4 of the Statute of Frauds. The action was brought in the county court of Newcastle, and the judge held the agreement valid, and gave judgment for the plaintiff. The Divisional Court (Mathew and A. L. Smith, JJ.) affirmed this judgment (36 W. R. 470).

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L JJ.) affirmed the judgment. Lord ESHER, M.R., said that, under the circumstances alleged, the plaintiff could either have sued for judicial separation in the Divorce Court or have taken out a summons for assault in the police court as a *feme sole*. If the first case, the plaintiff could, in his opinion, have entered into a compromise that would bind her husband even before commencing proceedings. In this case she took out a summons and then entered into a compromise. There was consideration to support the compromise beyond the husband's promise, because she withdrew the summons. That consideration was executed by her. Nor was a trustee necessary where there was a consideration in existence, the necessity for a trustee being to supply a consideration which would otherwise be wanting as between husband and wife. Nor was the agreement invalid by reason of the plaintiff's undertaking to support the children. Whether that undertaking could be enforced or not, there still remained the executed consideration of having withdrawn the summons. As to the question of the Statute of Frauds, this was a case in which the whole contract might be performed within a year from the making thereof within the doctrine laid down in *Souch* v. *Strawbridge* (2 C. B. 815), and *Murphy* v. *Sullivan* (11 Ir. Jur. N. S. 111), and so section 4 of the statute did not apply. The case of *Davey* v. *Shannon* (27 W. R. 599, 4 Ex. D. 81), before Hawkins, J., seemed to depart from the line of doctrine laid down in previous cases, and, so far as it did, the court disagreed with it. The plaintiff was entitled to recover. LINDLEY, L.J., concurred. Since *Wilson* v. *Wilson* (1 H. L. Cas. 538) agreements for separation between husband and wife were not contrary to public policy. Nor was it void by reason of the want of capacity in the wife to contract, as, in his opinion, the wife could compromise any proceedings which by law could be taken by one against the other. He also agreed that there was a consideration apart from the promise by her to support the children, and that the intervention of a trustee was unnecessary. *Besant* v. *Wood* (12 Ch. D. 605) was an authority for this. As to the Statute of Frauds, he concurred with Lord Esher, M.R. BOWEN, L.J., concurred.—COUNSEL, *J. L. Walton; J. D. S. Sim.* SOLICITORS, *Walton, Williamson, & Hill*, for *A. Whitehorn*, North Shields; *Pyke, Parrott, & Co.*, for *Joel & Parsons*, Newcastle-upon-Tyne.

HESKETH *v.* BRAY (SURVEYOR OF TAXES)—No. 1, 7th August.

REVENUE—INCOME TAX—DUTY ON INCOME FROM LANDS—EMBANKMENT AGAINST TIDAL RIVER—DEDUCTION FOR COST OF EMBANKMENT—INCOME TAX ACT, 1853 (16 & 17 VICT. c. 34), s. 37.

Appeal from the judgment of the Queen's Bench Division on a case stated by the Commissioners of Income Tax under 43 & 44 Vict. c. 19. The appellant, Sir Thomas Hesketh, claimed to be allowed, under section 37 of the Income Tax Act, 1853, a deduction from an assessment to income tax in respect of certain lands on an average of twenty-one years of a sum of £16,541, expended by him since the beginning of 1880 in making an embankment and other necessary works for the preservation and protection (as was alleged) of such lands from the overflowing of the tidal river Ribble. The land in question, which adjoined the Ribble and was liable to be more or less flooded at every tide, had become covered with short herbage and formed a salt marsh. The land in that condition was worth 5s. to 10s. an acre per annum, and was assessed at £300 a year. In 1880 the appellant commenced to erect an embankment to exclude the tidal water, and this embankment was completed in 1885 at a cost of £16,541. The land since then let at £3 an acre. By section 37 of 16 & 17 Vict. c. 34:—"In charging the duty under schedule A. of this Act in respect of lands, an allowance or deduction shall be made for the amount expended by the landlord or owner thereof on an average of the twenty-one preceding years in the making or repairing of sea walls or other embankments necessary for the preservation or protection of such lands against the encroachment or overflowing of the sea or any tidal river." The commissioners refused to allow the deduction, and the Divisional Court (Pollock, B., and Hawkins, J.) affirmed this decision (26 W. R. 622).

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L JJ.) dismissed the appeal. Lord ESHER, M.R., said that the word "lands" in section 37 meant lands at the moment when the embankment was begun. If the wall was made to protect the land as it then was the deduction could be claimed. Here the wall was made to alter the land into land of another kind. The case was, therefore, not within the section. LINDLEY and BOWEN, L.JJ., concurred.—COUNSEL, *C. A. Cripps* and *Craies; A. V. Dicey.* SOLICITORS, *Torr, Janeway, & Co.; Solicitor of Inland Revenue.*

THE LONDON AND COUNTY BANKING CO. (LIM.) AND OTHERS *v.* LONDON AND RIVER PLATE BANK (LIM.)—No. 1, 9th August.

DETINUE—BONDS STOLEN AND TRANSFERRED TO BONA FIDE HOLDER FOR VALUE.

This was an appeal from the decision of Manisty, J. The action was brought to recover a number of securities which had been stolen from the defendants' bank by their manager, a man named Warden. It appeared that Warden had been engaged in large speculations upon the Stock Exchange, which he had carried on through an outside broker named Watters. Watters dealt through one Capps, who was a broker upon the London Stock Exchange. A criminal arrangement was entered into between Watters and Warden, in pursuance of which the securities in question were stolen by Warden from the defendant bank and handed to Watters, who gave them to Capps, either to secure advances or in exchange for other securities. In the ordinary course of business Capps, who was throughout entirely ignorant of the fraud of Watters and Warden, deposited some of these securities with the London and County Bank to secure advances to him. On the 27th of September, 1883, Watters wrote to Capps asking for the securities, and Capps, having obtained them by paying off the advances of the bank to him, handed them to Watters in exchange for a cheque for £13,000. The securities were replaced by Warden in the defendants' bank in order to pass the audit on October 1, 1883. The cheque for £13,000 was dishonoured, and, the frauds having been discovered, Warden and Watters were arrested and subsequently convicted. The present action was then brought by Capps, who was the real plaintiff. Manisty, J., gave judgment for the defendants, on the ground that they were *bonâ fide* holders for value, as their right of action for detinue against Warden lapsed when the securities were replaced by him. He further held, on the evidence, that Watters had no intention to defraud Capps, when he gave the cheque for £13,000. The plaintiffs appealed.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.), having taken time to consider the question, dismissed the appeal. Lord ESHER, M.R, said that it was admitted that the stolen securities were negotiable instruments. If therefore they came into the hands of the defendant bank for valuable consideration, the bank, being innocent holders for value, would be entitled to hold them. If the securities had not been produced by Warden at the audit the bank would have had a remedy by action against him for converting the securities in addition to indicting him for the larceny. But by his returning those securities to the bank they lost that right of action, and could no longer sue him for conversion. That, therefore, really amounted to value for the securities. It was immaterial that the bank were ignorant of the transaction, the destruction of their right of action was sufficient value proceeding from them to make them *bonâ fide* holders of the securities for value. LINDLEY, L.J., read a judgment to the same effect, in which BOWEN, L.J., concurred.—COUNSEL, *Sir Horace Davey*, Q.C., *Finlay*, Q.C., and *C. K. Francis; Sir R. E. Webster*, A.G., *R. T. Reid*, Q.C., and *F. M. Abrahams.* SOLICITORS, *Harries, Wilkinson, & Raikes; M. Abrahams & Co.*

BROAD *v.* PERKINS—No. 1, 9th August.

PROHIBITION—MAYOR'S COURT—DISCRETION.

This was an appeal from the decision of a divisional court (Mathew and A. L. Smith, JJ.). The plaintiff brought an action for libel against the defendant in the Mayor's Court, and obtained a verdict for 40s. After judgment was signed, but before execution was issued, the defendant applied to Field, J., at chambers, for a prohibition on the ground that the cause of action arose outside the jurisdiction of the Mayor's Court. Field, J., held that under such circumstances a prohibition was a matter of right, and granted it accordingly. The Divisional Court held that the granting of a prohibition was a matter of discretion, and refused it. On appeal,

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) held that part of the cause of action arose outside the jurisdiction, but reserved the question whether the granting of a prohibition was a matter of discretion or of right for the decision of the full court. After hearing argument on July 3 the full Court of Appeal took time to consider the question, and now dismissed the appeal. Lord ESHER, M.R., read the judgment of the court. He said that the court had come to the conclusion that the view expressed by Willes, J., in *Mayor of London* v. *Cox* (2 E. & I. App. 239) was absolutely in point. Where a defect was not apparent, but depended upon some fact in the knowledge of the applicant which he had an opportunity of bringing forward in the court below, and he had thought proper without excuse to allow the court to proceed to judgment without setting up the objection and without moving for a prohibition in the first instance, the court would decline to interfere except upon an irresistible case and upon an excuse for the delay such as malpractice, disability, or

matter newly come to the knowledge of the applicant. The objection was that the applicant came too late. The jurisdiction to grant a prohibition at any time in respect of the right of the Crown was not, however, taken away.—COUNSEL, *Cock*, Q.C., and *Trevor White*; *Willis*, Q.C., *Fillan*, and *Keeling*. SOLICITORS, *Cave, Coz, Cave, & Lafone*; *Thomas Connolly*.

CREW *v.* CUMMINGS, WOOD (CLAIMANT)—No. 1, 9th August.

BILL OF SALE—AFFIDAVIT BY ATTESTING WITNESS—POWER TO ORDER RECTIFICATION—BILLS OF SALE ACT, 1878 (41 & 42 VICT. c. 31) ss. 8, 14.

This was an appeal from the decision of a divisional court (Mathew and A. L. Smith, JJ.) reported 36 W. R. 669, 20 Q. B. D. 535. Upon the trial of an interpleader issue at chambers, Field, J., ordered that a supplemental affidavit should be filed by the claimant setting out the residence and occupation of one of the attesting witnesses to the bill of sale, as he was satisfied that the omission was made through inadvertence. The Divisional Court reversed this order, on the ground that the power of a judge to rectify any accidental omission or misstatement in the register under section 14 of the Bills of Sale Act, 1878 (41 & 42 Vict. c. 31), did not enable him to rectify such omission or misstatement in an affidavit filed in the course of registration. The claimant appealed.

THE COURT (Lord ESHER, M.R., and BOWEN, L.J.) dismissed the appeal. BOWEN, L.J., said that they had reluctantly come to the same conclusion as the Divisional Court, that Field, J., had no power to make the order to file the supplemental affidavit. Section 14 of the Bills of Sale Act, 1878, only referred to a rectification of the register. It had been urged that the court had power, even at the eleventh hour, to extend the time for registration under the latter part of section 14, but he did not think that the court ought to do so after the execution creditor had actually seized, and after the title to the goods had actually vested in him under the provisions of section 8. A discretion so exercised could not be justified.—COUNSEL, *Bassett Hopkins*; *Henry Kisch*. SOLICITORS, *Buckler*; *J. S. Rubinstein*.

Re GROVE, VAUCHER *v.* SOLICITOR TO THE TREASURY—No. 2, 7th August.

DOMICIL—CHILD BORN OUT OF WEDLOCK—LEGITIMATION BY SUBSEQUENT MARRIAGE OF PARENTS.

The question in this case was whether a child born out of wedlock had been legitimated by the subsequent marriage of the parents, and this depended upon the domicil of the parents. The question (apparently never before decided) was raised whether, in order to such a legitimation, it was necessary that the parents should have been domiciled in a country by the law of which such a legitimation was possible both at the time of the birth of the child and at the time of the subsequent marriage, or whether it was sufficient that they should have been so domiciled at the time of the birth. Marc Thomegay, the grandfather of the intestate Miss Grove, was born of Swiss parents, at Geneva, in 1712. In 1734 he came to England, where he remained until his death in 1779. He had three children by Martha Powis, with whom he lived for some years, Sara Thomegay, baptized in February, 1744; Marc, baptized in February, 1745; and Elizabeth, baptized in December, 1747. On the 22nd of May, 1749, Marc Thomegay married Elizabeth Woodhouse, by whom he had one child, Margaret Sarah, afterwards the wife of William Grove, and mother of the intestate Caroline Emilia Grove, who was born about 1780. After the death of Elizabeth Woodhouse in 1752, Thomegay, in 1755, married Martha Powis, who died in 1772. By this marriage there were three children, of whom Sophia Martha, born in 1764, and married at Geneva in December, 1791, to Jean Louis Falquet, alone left issue. In 1768 Sara Thomegay, who was born in 1744, was married to Alexandre Antoine Delom, a citizen of Vevey. In 1774 Marc Thomegay, in the interests of his daughters by Martha Powis born before marriage, Sara (Madam Delom) and Elizabeth, wife of M. Courlet, a citizen of Geneva, and in order to obtain their recognition as legitimized *per subsequens matrimonium*, according to the laws of Geneva, presented a petition to the Council of Geneva for the purpose of proving (by transmission of their baptismal certificates) the births of Sara, Elizabeth, and Marc, whom he acknowledged as the children of himself and Martha Powis, and praying the council to grant him record of his proofs and declarations "so that no one might question to his above-mentioned three children their condition of legitimate children in Geneva, his native country." An order was made by the council granting record accordingly. In 1866 Caroline Emilia Grove died intestate, and without having been married, and the question thereupon arose between the descendants of Sara Thomegay (Delom), who was born in 1744 out of wedlock, and the descendants of Sophia Martha Thomegay (Falquet), born in 1764 of the same parents after their marriage, which were entitled as next of kin of the intestate to her personal estate. The solution of this question depended upon whether, and, if so, at what period, Marc Thomegay had abandoned his Genevese domicil of origin and acquired an English domicil. Stirling, J., decided in favour of the claim of the Falquet family, being of opinion on the evidence that, although Marc Thomegay was not unwilling to obtain the benefit of his Genevese nationality and citizenship, his intention, in 1744 and afterwards, was to make England his permanent residence, and, consequently, he had in that year acquired a domicil in this country.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that the question was whether Marc Thomegay had lost his domicil of origin and acquired an English domicil, or whether he had preserved his Genevese domicil, in which case the question of Sara's legitimacy would have to be decided by reference to the law of Geneva. The question of legitimacy depended on the law of domicil. Stirling, J., had quoted from the judgment of the Court of Appeal in *Re Goodman's Trusts* (17 Ch. D. 266, 25 SOLICITORS' JOURNAL, 470). But in that case the present question had not really to be considered. There it was held, contrary to the *dictum* of Lord Hatherley, when Wood, V.C., in *Boyes* v. *Bedale* (1 H. & M. 798), that a child born before wedlock of parents who were at her birth domiciled in Holland, but legitimated according to the law of Holland by the subsequent marriage of her parents, was entitled to share in the personal estate of an intestate, dying domiciled in England, as one of her next of kin. According to that decision it was necessary that the father should be domiciled in the same country as that in which the child would be made legitimate by the parents' subsequent marriage. There was no express decision on the point now raised, because in the reported cases the same country had been the domicil of the parent in question, both at the time of the child's birth and at the date of the subsequent marriage. In the absence of authority it would seem that the incidents and effects of the marriage must depend upon the domicil of the parent at the time of the marriage. According to the English law, if an English woman had had an illegitimate child such child could not in any way be made legitimate. Although there was no express authority on the present point, there were Scotch cases in the House of Lords, such as *Udny* v. *Udny* (1 Sc. App. 441) and *Munroe* v. *Munroe* (7 C. & F. 842). His lordship thought that Marc Thomegay had come to and resided in England with the intention of making that country his permanent residence, and consequently he had, in 1744, acquired a domicil in England. If Marc Thomegay was domiciled in England at the time of Sara's birth in 1744, much more was he domiciled in this country at the date of his subsequent marriage with Martha Powis. FRY, L.J., agreed with the conclusion arrived at by Cotton, L.J., and with the law as stated by him, though he took a different view of the facts. In his opinion Marc Thomegay did not come to England with any intention of making it his permanent place of residence. There did not appear to be any evidence of an intention on his part to abandon his domicil of origin at that time. But, looking at the subsequent events, his lordship thought that, although the domicil of Marc Thomegay was Genevese at the date of the birth of Sara in 1744, his domicil had become English at the time of his marriage with Martha Powis. LOPES, L.J., concurred.—COUNSEL, *Graham Hastings*, Q.C., and *Brabant*; *Pearson*, Q.C., and *Haldane*; *M. Shearman*; *C. Arnold White*. SOLICITORS, *F. A. Brabant*; *Hartley, Ross, & Aldale*; *E. T. Hargraves*.

Re HAMLET, STEPHEN *v.* CUNNINGHAM—No. 2, 4th August.

WILL—CONSTRUCTION—"DIE WITHOUT LEAVING CHILDREN."

This was an appeal from a decision of Kay, J. (38 Ch. D. 183). By his will, dated in May, 1825, a testator gave his real and personal estate to trustees, upon trust to sell, and, after payment of debts, to invest the residue of the proceeds, and to pay the income to his daughter, Elizabeth Ann, during her life, and after her death, as to the capital and income of the trust premises, in trust to pay the same unto all and every the children and child of the daughter, who, being a son or sons, should attain twenty-one, or, being a daughter or daughters, should attain that age or marry, to be divided between or among them, if more than one, in equal shares (with benefit of survivorship between and among them), and in case the daughter Elizabeth Ann should die without leaving any child or children her surviving, or, leaving such, they should all die without having obtained a vested interest in the said trust moneys, and without leaving any issue them, him, or her surviving, then the testator gave the trust funds and the income over to other persons; and he declared that in the meantime, and until the vesting or payment of the "portions" thereby provided for the children of his said daughter, the trustees should, after her death, apply the income for their maintenance. The testator had no child except his daughter Elizabeth Ann. He died in 1825. In 1840 the daughter married J. W. Cunningham. She had five children, of whom only two attained twenty-one, and all died unmarried in the lifetime of their mother. On December 19, 1887, she died. The question then arose, whether the gift over upon her death, without leaving any child her surviving, had taken effect. Kay, J., held that the circumstance that in the "maintenance" clause of the will the testator had referred to the shares of his possible grandchildren as "portions" was not sufficient to shew that he had placed himself *in loco parentis* to such grandchildren. His lordship also decided that the artificial rules of construction adopted in *Emperor* v. *Rolfe* (1 Ves. Sen. 208), and subsequent cases upon settlements, did not apply; that the words of the will must be construed according to their grammatical meaning; and that, as the testator's daughter had died in fact without leaving any child or children her surviving, the gift over took effect.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that the appellant had relied on the rule laid down by Sir William Grant, M.R., in *Howgrave* v. *Cartier* (3 V. & B. 79, 91), to the effect that, when there was not a clear, definite, and unambiguous intention to be collected from the whole of the instrument to exclude all children, except those not only attaining twenty-one but surviving both parents, the court was left at liberty to construe it in the way which had been held the most rational in the case of ambiguous family settlements, that all children arriving at the age of twenty-one were entitled. But that rule was only to be applied in construing an instrument which was ambiguous in its terms, and not in accordance with what must have been the intention of the settlor or testator. His lordship was unable to see what ambiguity there was in the present will. The words of the gift over were perfectly plain, and, there being no ambiguity, the court could not make a will for the testator. The court must give to the language of the testator that construction which he clearly intended it to bear. The gift over took effect. FRY and LOPES, L.JJ., gave judgment to the same effect.—COUNSEL, *Sir Horace Davey*, Q.C., and *Vaughan Hawkins*; *Marten*, Q.C., and

Edward Beaumont; Bramwell Davis; Herbert Stephen. Solicitors, *T. D. Francis; Munns & Longden; Prideaux & Sons.*

[See *ante*, p. 642].

Re PARKER'S WILL—No. 2, 2nd August.

Trustee Relief Act—Costs—Refunding by Trustees—Jurisdiction.

The question in this case was whether, upon an application under the Trustee Relief Act for the payment out of a sum of money which had been paid into court by trustees, the court had jurisdiction to order the trustees to repay costs which they had deducted on paying the fund into court. Kay, J., being of opinion that the trustees had been guilty of great misconduct in paying the money into court, ordered them to pay all the costs of a summons for payment out of the fund, and also to repay the costs and the commission which they had deducted from the fund before paying it into court.

The Court (Cotton, Fry, and Lopes, L.JJ.) reversed the decision. They were of opinion that there was nothing unreasonable on the part of the trustees in the course they had taken of paying the money into court. The trustees, in their lordship's opinion, had not acted in any way improperly, and there was no ground for ordering them personally to pay the costs of the summons. As to ordering the trustees to repay the costs which they had retained out of the fund, there was no jurisdiction to do so on the present application. If any case that these costs had been improperly retained could be established, proceedings should have been taken against the trustees by action to recover the amount. But, according to *Re Bloye's Trusts* (1 Mac. & G. 488) and *Re Barber* (9 Jur. N. S. 1098), there was no jurisdiction on a petition under the Trustee Relief Act to order repayment of costs which had been deducted by the trustees before paying the fund into court.—Counsel, *Renshaw*, Q.C., and *Keary; R. F. Norton.* Solicitors, *Ridsdale & Son; Robinson, Preston, & Stow.*

HIGH COURT.—CHANCERY DIVISION.

TAYLOR *v.* NEATE—Chitty, J., 3rd August.

Partnership—Dissolution—Sale of Business—Receiver and Manager—Jurisdiction.

This was a partnership action. The firm had carried on a large business as mechanical engineers, ironfounders, and contractors. The partnership had been determined by notice, and it was agreed that there should be an order for the dissolution of the partnership and sale of the business, but the defendant contended that the court had no jurisdiction after the determination of the partnership by notice, in pursuance of the partnership articles, afterwards to appoint a manager to continue business until sale, except by mutual consent of the parties or by special provision contained in the partnership articles. Pollock on Contracts, 1st ed., p. 70; *Turner* v. *Major* (3 Giff. 442); *Cook* v. *Collingridge* (Jac. 607), were referred to.

Chitty, J., said that the object of the court in appointing a manager to continue a business was that the goodwill of such a business might be preserved for sale. Businesses varied so much that it was impossible to lay down a hard and fast rule as to the limits to be imposed by the court when empowering a manager as its officer to continue the business for sale as a going concern. The defendant had put his case too high, for he had said that such a manager could not be appointed with power to enter into new contracts and thereby incur fresh liabilities. The question of what powers of contracting and incurring new liabilities should be intrusted to the manager was to be answered in each case according to its circumstances.

An order was ultimately agreed to appointing a receiver and manager to carry on the business until sold, but not to enter into fresh contracts involving a liability of more than £200.—Counsel, *Romer*, Q.C., and *Begg; Maclean*, Q.C., and *Daniel Jones.* Solicitors, *Wellington Taylor; Stileman, Neate, & Toynbee.*

KEITH *v.* DAY—North, J., 8th August.

Mortgage—Foreclosure Action—Order for Delivery of Possession—R. S. C., 1883, XVIII., 2.

This was a motion by the plaintiff in a foreclosure action, commenced by an originating summons, for an order that the mortgagor should deliver up possession of the mortgaged property to him. The plaintiff, by his summons, asked for an order for delivery of possession. Judgment had been given for foreclosure, and the foreclosure had been made absolute, but no order for delivery of possession to the plaintiff had been made. The mortgagor refused to give up possession to the mortgagee, and the present application was made by the mortgagee three months after the order for foreclosure absolute. Rule 2 of order 18 provides that (with certain exceptions) no cause of action shall, unless by leave of the court or a judge, be joined with an action for the recovery of land: "Provided that nothing in this order contained shall prevent any plaintiff in an action for foreclosure or redemption from asking for or obtaining an order against the defendants for delivery of the possession of the mortgaged property to the plaintiff on or after the order absolute for foreclosure or redemption, as the case may be. . . . Provided, also, that in case any mortgage security shall be foreclosed by reason of the default to redeem by any plaintiff in a redemption action, the defendant in whose favour such foreclosure has taken place may by motion or summons apply to the court or a judge for an order for delivery to him of possession of the mortgaged property, and such order may be made thereupon as the justice of the case shall require." By rule 5a of order 55 an originating summons may be taken out for foreclosure and delivery of possession by a mortgagor. It was argued that, an order for foreclosure absolute having been made, the action was at an end, and that there was no jurisdiction in it to make an order for delivery of possession, but that possession could be obtained only by means of an ejectment action.

North, J., made an order for delivery of possession within seven days. He thought that, as the summons had asked for delivery of possession, he had power to make it. And, though the plaintiff might have applied for the order earlier, the fact that he had already obtained an order of foreclosure absolute did not disentitle him from obtaining an order for possession now. But, as he had made two applications instead of one, no costs of the present motion would be given to him.

At a later period of the day the Court of Appeal gave leave to give short notice of motion of appeal from the order for Saturday, the 11th inst.—Counsel, *Cozens-Hardy*, Q.C., and *Freeman; Charles Church.* Solicitors, *Blake & Heseltine; H. G. Church.*

HIGH COURT.—QUEEN'S BENCH DIVISION.

REG. *v.* ASHPLANT—13th July.

Summons for Trespass—Claim of Right—Justices divided in Opinion—Mandamus to Hear and Determine.

In this case a rule *nisi* had been obtained calling upon two justices of Great Torrington, in the county of Devon, and William Beer and Samuel Passmore, to shew cause why the said justices should not proceed to hear and determine the matter of a certain information. The facts of the case were as follows:—An information was sworn before Mr. Ashplant, the Mayor of Great Torrington, charging Beer and Passmore, who were two labourers living at Torrington, with having on the 11th of December, 1887, unlawfully committed a certain trespass by being on Hatchmoor Common, part of the Manor of Great Torrington, in pursuit of conies without due licence or consent in that behalf. The mayor granted a summons, and on the hearing, before the mayor and another justice, the defendants set up a claim of right—viz., a right of ownership as freeholders to shoot conies on Hatchmoor Common. The justices thought that this claim of right ousted their jurisdiction, but at the request of the prosecutor, the lord of the manor, they stated a case for the opinion of the High Court. The case came on for argument on the 4th of May, the lord of the manor being represented by counsel, but no counsel appearing for the defendants. The Divisional Court (Field and Wills, JJ.) held that the right claimed was an impossible right in point of law, and sent back the case to the justices, with their opinion that they ought to have heard the evidence, and that their jurisdiction was not ousted. On the 6th of June the justices heard the summons, but were unable to agree. Another summons was taken out, and on the 20th of June came on to be heard before a bench of four justices, two of the county magistrates having been called in to sit with the borough magistrates, as provided for by the Municipal Corporations Act, 1882. There was again a division of opinion; and the chairman announced that the bench could not agree to a decision. An application was then made to the mayor for a fresh summons, but he refused to grant one. Thereupon the prosecutor applied for and obtained the rule which now came on to be argued. It was contended on behalf of the defendants that there was a claim of right which ousted the jurisdiction of the justices. It was admitted that the claim of right set up in the special case could not be maintained. But the defendants at the second and third hearings before the justices had set up a different right, a right as inhabitants—viz., a right to be proved, by immemorial user, to have been conferred by Royal Charter on the Corporation of Great Torrington in trust for the inhabitants generally—in reference to which the case of *Goodman* v. *Mayor of Saltash* (31 W. R. 293, 7 App. Cas. 633) was cited. Reliance was also laid on a charter granted by King John, when Earl of Mortaigne, a translation of which is given in *Newcombe* v. *Fewins* (41 J. P. 581). On the part of the prosecution it was contended that no claim of right had been or could be made out; and it was urged that the justices had not decided that their jurisdiction was ousted by any claim of right. They had not come to any decision at all. The lord of the manor was entitled to have the matter adjudicated upon one way or the other. On behalf of the justices it was pointed out that they had twice heard the matter in accordance with the order of the Divisional Court, and the only reason why they had not determined it was because they could not agree on any decision.

The Court (Lord Coleridge, C.J., and Manisty, J.) said that by the order of the 4th of May the magistrates had been ordered to hear and determine the case. Since then they had heard the case twice over, and twice over there had been an equal division of opinion. There certainly seemed to be a grave question in the minds of the magistrates whether the right set up by the defendants could exist; and under the circumstances the court could not force them to determine that which they had heard again and again and could not agree about. In their lordships' opinion, however, when justices were divided in opinion, the proper course was to dismiss the summons. The rule would be discharged, but without costs.—Counsel, *Crump*, Q.C., and *Hamilton; Shiress Will*, Q.C.; *Beddall.* Solicitors, *Bencraft*, Torrington; *Frere, Forster, & Co.; H. D. Booth.*

CASES AFFECTING SOLICITORS.

YEATMAN *v.* SNOW—North, J., 3rd August.

Solicitor and Client—Costs—Solicitor acting without Instructions from supposed Client.

This was a motion by the plaintiff in the action, a married

woman, for an order that a solicitor, who had, as he supposed, acted in the matter on her behalf, should be ordered personally to pay certain costs which she had been ordered to pay. According to the evidence of the solicitor, he took instructions from the plaintiff's husband to act as solicitor on her behalf. An order of course was obtained by the solicitor in chambers on behalf of the plaintiff, reviving the action against the trustee in the bankruptcy of the defendant. When that order was obtained certain facts which rendered an order for revivor improper were not disclosed to the court. A motion was afterwards made on behalf of the trustee to discharge the order for revivor. On that occasion the order was discharged, with costs against the plaintiff. She now applied for an order upon the solicitor to pay these costs. She made an affidavit stating that, when the proceedings were taken in her name, she was in Ireland nursing her father, who was dying, and that she neither authorized nor knew anything about the proceedings. This affidavit was not contradicted, and she was not cross-examined.

NORTH, J., said that the solicitor had been guilty of no moral culpability; he had only been guilty of a small amount of incautiousness, such as, perhaps, ninety-nine people out of a hundred might have been guilty of under similar circumstances, in not obtaining a retainer from the plaintiff herself. Still, as she had made an affidavit, not contradicted, on which she had not been cross-examined, and which his lordship entirely believed, that she had given no instructions, she was entitled to an order that the costs be borne by the solicitor.—COUNSEL. *A. & B. Terrell; Black; Swinfen Eady.* SOLICITORS, *Martelli; Blellock & Van Tromp.*

Re JAMES GRAYSTON (A SOLICITOR) AND *Re* WALL (AN UNQUALIFIED PERSON)—Q. B. Div., 3rd August.

This case, which had been referred to Master Brewer (*ante*, p. 544), now came before the court on the master's report, which was as follows:—"I have to report that the said James Grayston is a solicitor of the Supreme Court, and that since the 7th of February, 1885, and until the granting of this order, the said Harry Wall occupied a house at 8, Colebrooke-row, Islington, wherein he carried on the occupation of proprietor and manager to a society called the Copyright Performing Right Protection Office, and of which office the said Harry Wall was the proprietor. It was a society formed by the said Harry Wall for the purpose, among others, of recovering penalties for infringement of copyrights in songs and other music. On the 7th of February, 1885, the said J. Grayston wrote and sent the following letters to the said Harry Wall:—

'James Grayston, solicitor, 8, Colebrooke-row, Islington, N., London, Feb 7, 1885.

'Dear Sir,—I agree to conduct the actions of the Copyright Office which is under your management upon the following terms:—Costs out of pocket, and no further charge to be made unless recovered from the other side. 'Yours faihtfully,

'Harry Wall, Esq.' 'JAS. GRAYSTON.

'James Grayston, solicitor, 8, Colebrooke-row, Islington, N., London, Feb. 7, 1885.

'To Mr. Harry Wall,—Please in my absence act as my clerk at my branch office at No. 8, Colebrooke-row, and as such I authorize you to sign my name to all necessary documents, including cheques and Post Office orders. 'JAS. GRAYSTON.'

"The said James Grayston then had an office at 38, Southampton-buildings, Chancery-lane, where he carried on his business as solicitor, and he now carries on his business as said solicitor at 44, Fentiman-road, Clapham-road, S.W. It was agreed between the said Harry Wall and James Grayston that said Harry Wall was to act as unpaid clerk to the said James Grayston, and he (Harry Wall) was to find stationery for the said office and to find all the out of pocket expenses, and no rent was to be paid by the said James Grayston for the use of the rooms of the said Harry Wall at 8, Colebrooke-row. The said Harry Wall was to allow the said James Grayston a sum not exceeding the sum of £1 a week towards his share of the costs of the actions. The said James Grayston had no banker's account, nor had the said Harry Wall. There were no accounts kept or made out as to any receipts or payments that had been made between the said James Grayston as such solicitor and the said Harry Wall as such clerk from the time James Grayston signed the letters of the 7th of February, 1885, up to the time of the granting of this order, although during that time many actions and suits had been brought and carried on in the name of the said James Grayston as such solicitor by the said Harry Wall, in which suits and actions the said Harry Wall had paid the costs out of pocket and had received a large amount of costs in such suits and actions. In the call and attendance books kept at 8, Colebrooke-row, Islington, the handwriting of the said James Grayston does not appear, and is not in the books; neither is there any entry of any of James Grayston's attendance on any clients. I have further to report that the said James Grayston as such solicitor since the 7th of February, 1885, did wilfully and knowingly permit and suffer his name to be made use of in divers suits and actions by the said Harry Wall knowing that the said Harry Wall was not duly qualified as such solicitor, and which profits the said Harry Wall received and applied to his own purposes, and I have further to report since the 7th of February, 1885, the said Harry Wall did not act as the clerk of the said James Grayston in carrying on such actions and suits, but for his own profit. And I have further to report when judgments were recovered in such actions and suits the said James Grayston knowingly permitted and allowed the said Harry Wall to receive and take a share of the moneys so recovered as aforesaid during the time aforesaid from the clients for whom the moneys were recovered. "JOHN H. BREWER.

"July 23, 1888."

After counsel for Grayston and Wall had addressed the court,

Lord COLERIDGE, C.J., said that solicitors were officers of the court, and as such were accredited by the court with many privileges and special advantages. It was, therefore, clearly the duty of the court, in the interests of the profession, to vindicate these privileges and shew the public that if they are abused such abuse will be severely punished. Those remarks applied to Mr. Grayston's case, who was a solicitor, it was said, of 37 years' practice. As regarded Mr. Wall, the court was given a special statutory power to treat such a person, if guilty of the offence charged, as a criminal, and to imprison him. As to this there was no discretionary power. The offence must, however, be clearly established to the satisfaction of the court. Master Brewer had, by direction of the Divisional Court, drawn up an elaborate report, which stated all the material facts upon which they had to decide the case. Although he had not said it in words, the effect of that report was that the master believed Mr. Grayston to have been guilty of allowing his name to be made use of for the profit of Mr. Wall, an unqualified person. Now if there was anything to shew that on the found facts that inference was incorrect, that would have been good ground for sending the report back. But, on the contrary, upon those facts it was extremely difficult to see how the master could have drawn any other inference. Wall called himself the Copyright Protection Society, and as such called upon various theatres, music-halls, &c., and proposed that their proprietors should subscribe ten guineas a year to the association or take their chance of a copyright infringement action. These actions could not be brought in his own name, as he was not a solicitor, and he went to Grayston, who was a solicitor, and the agreement was set out in the letter referred to in the master's report. There was also the contemporaneous letter from Grayston appointing Wall his clerk and authorizing him to sign cheques. Grayston so made this unqualified person his *locum tenens* Mr. Wall then brought 70 actions, and in each case he agreed with the client that in case of success he (Wall) was to have half the damages. Did Mr. Grayston know of these actions? It was not pretended that he did not. He (the learned judge) did not believe that Mr. Grayston did not know of this system whereby Wall was to get half the damages. If he did believe all this, and also the arrangement as to costs, could it be said that such proceedings were not within the statute? If there was no case on the point it was high time that one should be decided; and under all the circumstances, and upon the construction of the section, he was quite clear that these two persons were guilty of the offences aimed at by that statute. The question remained, therefore, as to the punishment. If Mr. Grayston had been thirty-seven years in practice, as was stated, and without offence, it seemed all the worse, as he could not plead inexperience; it was, further, a more serious case as it was deliberately done. He had committed an offence which a solicitor alone could commit, and therefore it ought to be severely punished. He must be suspended from practice for two years. Mr. Wall's case was a very different one. The only punishment the court could inflict was one of imprisonment. The only discretion the court had was as to the length of the imprisonment. To pass a long sentence of imprisonment would be a cruel thing if no special good came of it. The court only desired to mark its disapprobation of Mr. Wall's conduct, and they thought that this would be effected by sending him to prison for three months. DENMAN, J., entirely concurred in all that the Lord Chief Justice had said, as well as in Master Brewer's inferences.—COUNSEL, *R. T. Reid; Willis*, Q.C., and *E. Pollock; Vaughan Williams.—Times.*

[We are informed that on Thursday last the order was confirmed by the Court of Appeal.]

BANKRUPTCY CASES.

Ex parte THE CLOTHWORKERS' CO., *Re* FINLEY—C. A. No. 1, 3rd August.

BANKRUPTCY—LEASEHOLD INTEREST OF BANKRUPT—MORTGAGE BY UNDERLEASE—DISCLAIMER OF LEASE BY TRUSTEE—APPLICATION FOR VESTING ORDER—EXCLUSION OF MORTGAGEE—BANKRUPTCY ACT, 1883, s. 55.

Questions arose in this case as to the construction of section 55 of the Bankruptcy Act, 1883, which enables the trustee in a bankruptcy to disclaim onerous property of the bankrupt, such as a lease. On July 5, 1882, the Clothworkers' Co. granted to Finley a lease of a public-house, for eighty years at the rent of £250 per annum. On July 12 Finley mortgaged the property to Hanbury, by underlease, for the original term, less the last day, to secure a loan of £6,600 and further advances. On August 27, 1887, Finley became bankrupt, and on December 21 the trustee in the bankruptcy, with the leave of the court, disclaimed the lease. On May 2, 1888, Mr. Registrar Brougham, on the application of the Clothworkers' Co., made an order against Hanbury, excluding him from any interest in or security upon the disclaimed property, unless within fourteen days he elected to take an order vesting the property comprised in the lease in him, subject to the same liabilities and obligations as the bankrupt was subject to in respect of the property under the original lease at the date of the filing of the bankruptcy petition. Sub-section 1 of section 55 enables a trustee to disclaim onerous property of the bankrupt. By sub-section 2 the disclaimer shall operate to determine as from its date the rights, interests, and liabilities of the bankrupt and his property in or in respect of the property disclaimed, and shall also discharge the trustee from all personal liability in respect of the property disclaimed as from the date when the property vested in him, but shall not, except so far as is necessary for the purpose of releasing the bankrupt and his property and the trustee from liability, affect the rights or liabilities of any other person. By sub-section 6 the court may, on application by any person claiming any interest in any disclaimed property, make an order for the vesting of the property in or delivery thereof to any person entitled thereto; "provided that where the property disclaimed is of a leasehold nature, the court shall not make such an order in favour of any person claiming under the bankrupt as mortgagee by demise, except upon the terms of making such person sub-

ject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed, and any mortgagee declining to accept a vesting order upon such terms shall be excluded from all interest in and security upon the property." It was contended that there was no power to make such an order on the application of the lessors, that they were not persons "interested in the disclaimed property"—*i.e.*, the lease—their interest being in the reversion. In making the order the registrar followed *Ex parte Shilson* (20 Q. B. D. 343).

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision. LINDLEY, L.J. (who delivered the judgment of the court), said that the word "property" in section 55 was used rather inaccurately. It was sometimes used to denote the thing owned, sometimes the bankrupt's interest in the thing, and sometimes in both senses. Then the question arose whether a lessor was a "person claiming an interest in the disclaimed property" within the meaning of sub-section 6. He was very much interested in the land and in the performance of the lessee's obligations, and he was clearly within sub-section 4, and could put the trustee to his election to take or disclaim the property. The Divisional Court, in *Ex parte Shilson*, held that he was within sub-sections 4 and 6, and their lordships thought that decision was correct. The operation of section 55 in the case of a simple lease, where the lessee became bankrupt, was very simple. The effect of sub-section 2 was to determine his interest in the lease and to accelerate the reversion. There was nothing to vest in the lessor, but he could obtain delivery of possession under sub-section 6, and, if aggrieved by the disclaimer, he could, under sub-section 7, prove against the bankrupt's estate for any damage sustained by him in consequence of such disclaimer. The case of a lease and sub-lease was more complicated. It might be considered under two heads—(1) The sub-lessee might become bankrupt. As between sub-lessee and sub-lessor, the same consequences would follow as if it were a lease and the lessee were bankrupt. The original lessor would not be affected. (2) The lessee might become bankrupt. As between him and his lessor, the consequences would be the same as if there was no sub-lease. As between him and the sub-lessee, the lessee's rights, interests, and liabilities determined under sub-section 2, and therefore the liabilities of the sub-lessee on his covenants ceased. As between the original lessor and the sub-lessee, the sub-lessee, though freed from his covenants to his lessor, must perform the original lessee's covenants or be distrained upon or ejected by the original lessor. The sub-lessee could evidently apply under sub-section 6 for an order vesting the lease in him, and, in their lordship's opinion, the lessor could also, under sub-section 6, apply for an order vesting the lease in the sub-lessee. But, in either case, the vesting order could only be made in the sub-lessee or in his favour on the terms of his submitting to the covenants, &c., in the lease, and if the sub-lessee would not take the property on those terms, then he would be excluded from all interest in and security upon the property. If no vesting order were made (the sub-lessee refusing it), the lease and the sub-lease would both determine, and the lessor would take the property freed from both. That appeared to their lordships to be the meaning of the Act, and the result was very startling. It would seriously affect the practice of taking mortgages of leasehold property by underlease, the object of which was to prevent the mortgagee from becoming liable under the covenants in the original lease. An important question might arise some day, whether the mortgagee, by accepting an order vesting the lease in him, became liable to the lessor as an assignee of the lease or as if he were an actual lessee. This was a very serious question, but it was not necessary to decide it now. It was by no means free from difficulty, and it had not been fully discussed on this occasion. Leave was given to appeal to the House of Lords.—COUNSEL, *Lumley Smith*, Q.C., and *P. S. Gregory*; *Millar*, Q.C., and *J. E. Horne*. SOLICITORS, *Hanbury, Hutton, & Whitting*; *W. T. Bloxam*.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst., Mr. Sidney Smith in the chair. The other directors present were Messrs. H. Holland Burne (Bath), H. Morton Cotton, Samuel Harris (Leicester), Edwin Hedger, Grinham Keen, R. Pennington, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £669 was distributed in grants of relief, nine new members were admitted to the association, and other general business was transacted.

SELDEN SOCIETY.

At the meeting, on Monday last, of the executive council, held in the Lord Chief Justice's room at the Law Courts—present, Lord Coleridge (in the chair), Lord Justice Fry, Lord Justice Lindley, Lord Justice Bowen, Mr. Hyde Clarke, Mr. P. Edward Dove (hon. sec.), Mr. H. W. Elphinstone, Mr. S. R. Scargill Bird, and Mr. F. K. Munton—it was unanimously resolved to accept the offer of Mr. W. Paley Baildon to edit a third volume of the society's publications, comprising a collection of Early Civil Trials, principally from the Coram Rege Rolls extant from the time of Richard I. Among the early cases recorded is one for breach of promise of marriage. It was announced that the president of the Incorporated Law Society (Mr. B. G. Lake) had been enrolled an active as well as an *ex officio* member, and he was elected to a seat on the executive council.

On Monday last the Land Charges Registration and Searches Bill was read a second time in the House of Commons.

LAW STUDENTS' JOURNAL.

STUDENTS' CASES RECENTLY DECIDED.

CONVEYANCING.

IN RE BRIANT, POULTER *v.* SHACKEL (*ante*, p. 575, 36 W. R. 825).—If a husband takes a legacy in right of his wife, the executors can, subject to the wife's equity of a settlement, retain thereout a debt due from the husband to the testator.

HUGILL *v.* WILKINSON (36 W. R. 633, 38 Ch. D. 480).—Time begins to run for the purpose of barring a foreclosure action on an equitable charge on a contingent reversionary interest in land, only from the time the interest falls into possession.

REG. *v.* LORD TRURO (*ante*, p. 593).—A deed of enfranchisement of a copyhold is a conveyance of the freehold and must be registered. Neither of the two witnesses to the memorial need have been witnesses to the grantor's execution.

IN RE HIGGINS AND PERCIVAL (*ante*, p. 558).—A vendor of leaseholds having made his last payment of rent, not to his immediate lessor, but to the ground landlord under a threat of distress, there is not a sufficient receipt for the purpose of the Conveyancing Act, 1881, s. 3, sub-section 5.

KINNAIRD *v.* TROLLOPE (*ante*, p. 645).—The defendants mortgaged, by a deed containing the usual covenant for payment and proviso for redemption, property to the plaintiff for £12,000. Subsequently the defendants sold the equity of redemption to A. B., who entered into the usual covenant of indemnity. A. B. further charged the equity of redemption to the plaintiffs for £8,000 and became insolvent. On the plaintiffs suing the defendants for £12,000 on the original covenant, held that the plaintiffs, on receiving payment, must reconvey to the defendants, subject to any equity of redemption that might be subsisting in persons other than the defendants.

EQUITY.

TUDBALL *v.* MEDLICOTT (*ante*, p. 646).—A trustee is not bound to bring an action at his own expense to recover trust property when it has not been lost by his own default.

IN RE ROPER, ROPER *v.* DONCASTER (*ante*, p. 575, 36 W. R. 750).—The exercise of a general power of appointment by a married woman does not make the property assets to pay for an engagement entered into prior to the Act of 1882 on the credit of her separate estate.

IN RE ARMSTRONG, EX PARTE BOYD (*ante*, p. 577, 36 W. R. 772).—Section 19 of the Married Women's Property Act, 1882, does not protect settled property of a married woman who is bankrupt, unless she is restrained from anticipation.

IN RE LAMBERT'S ESTATE, STANTON *v.* LAMBERT (23 L. J. N. C. 114).—Although probate is granted in the ordinary form to the executors of a married woman's will without any limitation, still the husband's right to his wife's undisposed-of separate property is unaffected by the Married Women's Property Act, 1882, and, by the Probate Rules of the 29th of March, 1887, the executors are trustees for him thereof.

IN RE SCANLAN (W. N., 1888, p. 140).—If a father dies without appointing guardians to his infant children, although the mother becomes guardian by section 2 of the Guardianship of Infants Act, 1886, yet the court can appoint a guardian to act with her.

WARING *v.* SCOTLAND (*ante*, p. 525, 36 W. R. 756).—Although, when property is described as leasehold, a purchaser cannot be compelled to accept an under-lease, still, if purchaser has contracted to buy vendor's "interest in the lease," &c., specific performance is decreed.

COMMON LAW AND CRIMES AND BANKRUPTCY.

LEWIS *v.* ALLEYNE (*ante*, p. 486).—If a person lends money to an infant to buy necessaries, and the money is so expended, he can recover; the Statute of Limitations begins to run against the lender from the time when the infant's legal creditor who supplies the necessaries is paid out of the loan.

BLACKBURN, LOW, & Co. *v.* HASLAM (*ante*, p. 543).—A principal cannot recover on a policy of insurance effected through an agent who has concealed material facts within his knowledge, although such facts were unknown to the principal.

FELLOWS *v.* WOOD (35 L. T. 138).—An infant may enter into a contract for hire and service which is beneficial to himself, and such contract can be enforced against him notwithstanding the Infants' Relief Act, 1874.

SILVERTON *v.* MARRIOTT (34 L. T. 463).—If a person's wall is a nuisance to the public he is liable for injury caused thereby unless he takes steps to guard the public, although the injury was caused by reason of its being wrongfully pulled down by others.

BUTLER *v.* MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY CO. (*ante*, p. 539, 36 W. R. 725).—A railway passenger who does not produce his ticket on demand cannot be ejected from the carriage; byelaws framed with that object are *ultrà vires*. The company's only remedy is to sue for breach of contract, assuming it part of the contract to produce the ticket.

CHARLESTON *v.* LONDON TRAMWAYS CO. (*ante*, p. 557).—Since tramway companies have no authority under the 1870 Act to arrest passengers for attempting to pass bad money, they cannot be implied to have authorized their servants to do so, and are therefore not liable for an action for false imprisonment if their servants have arrested a passenger on such attempt.

BOALER *v.* THE QUEEN (35 L. T. 82).—On an indictment for publishing a defamatory libel, *knowing it to be false*, the defendant can be convicted of the lesser offence of publishing a defamatory libel.

IN RE WHITAKER, EX PARTE THE TRUSTEE (36 W. R. 736).—In an application to disclaim against one landlord any number of mortgagees or sub-lessees who are interested in parts only of the property sought to

be disclaimed may be joined, but different landlords of distinct and different estates cannot be joined as respondents to one application to disclaim the aggregate property.

In re Cripps, Ex parte Ross (*ante*, p. 610, 36 W. R. 845).—The fourteen days during which the sheriff is required by ection 46, sub-section (2), of the Bankruptcy Act of 1883 to retain in his hands the proceeds of goods sold under an execution commence to run from the time of sale, and not from the time of the receipt of such proceeds by the sheriff.

PROBATE, DIVORCE, AND ADMIRALTY, &c.

Dunn *v.* Dunn (36 W. R. 539, 13 P. D. & A. 91).—Alimony *pendente lite* ceases upon a verdict finding the wife guilty of adultery, but the court may, in its discretion, make an order for the alimony to continue.

Blackall *v.* Blackall and Clarke (*ante*, p. 489).—The court refused to condemn a co-respondent who had not been dismissed from the suit in the costs of an unsuccessful intervention by the Queen's Proctor.

Drew *v.* Drew (57 L. J. P. D. & A. 64).—Desertion, for the purposes of divorce, may continue notwithstanding the fact that the husband may have been brought back to this country in custody, and so be prevented by imprisonment from returning to his wife.

Daintree *v.* Butcher and Fasulo (*ante*, p. 384).—There is a sufficient acknowledgment of a signature by a testatrix if the witnesses could see the signature they attested, although they were not told and did not know it was a testamentary paper.

"The Victoria" (13 P. D. & A. 125).—In case £15 per ton is paid into court under the statutory limitation of liability of the Merchant Shipping Act, 1862, and the amount paid in is insufficient to meet claims in respect of life and loss of goods, the claimants in respect of loss of life are entitled to be paid out of the sum in court an amount equal to £7 per ton, and they and the claimants in respect of loss of goods rank *pari passu* against the balance representing £8 per ton.

LEGAL NEWS.

APPOINTMENTS.

Mr. Frederick William Maitland, barrister, has been elected Downing Professor of the Laws of England in the University of Cambridge, in succession to the late Mr. William Lloyd Birkbeck. Mr. Maitland is the only son of Mr. John Gorham Maitland, barrister, and was born in 1850. He was educated at Trinity College, Cambridge, where he graduated in the first class of the moral sciences tripos in 1872, and in the first class of the law and history tripos in 1873, and he obtained the Whewell International Law Scholarship in 1873. He was called to the bar at Lincoln's-inn in November, 1876, and he practises in the Chancery Division. Mr. Maitland has been reader in English law at Cambridge since 1885.

Mr. Thomas Heath Thornely, solicitor (of the firm of Thornely & Cameron), of Edinburgh, has been appointed a Notary Public.

Lord Justice Lindley has received the Honorary Degree of LL.D. from the University of Edinburgh.

Mr. William Russell Griffiths has been appointed a Revising Barrister. Mr. Griffiths is the fourth son of Mr. George Richard Griffiths, of Egham, and was born in 1845. He was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1869, and he practises on the Midland Circuit, and at the Warwickshire, Birmingham, and Coventry Sessions.

Mr. Thomas Trevor White has been appointed a Revising Barrister. Mr. White is the only son of Mr. Thomas John White, of the Irish bar. He was educated at Trinity College, Dublin. He was called to the bar at Gray's-inn in June, 1880, and he practises on the Midland Circuit, and at the Lincolnshire, Nottinghamshire, Derbyshire, and Northamptonshire Sessions.

Mr. Henry George Randall Aldridge, solicitor, of Southampton, has been appointed Solicitor to the Southampton School Board. Mr. Aldridge was admitted a solicitor in 1886.

Sir Henry Thomas Wrenfordsley has been appointed to act as a Judge of the Supreme Court of the Colony of Victoria. Sir H. Wrenfordsley is the only son of Mr. Joseph Wrenfordsley, of Dublin. He was educated at Trinity College, Dublin. He was called to the bar at the Middle Temple in Easter Term, 1863, and he formerly practised on the Norfolk Circuit. He was Advocate-General of Mauritius from 1877 till 1880, Chief Justice of Western Australia from 1880 till 1882, and Chief Justice of Fiji and Judicial Commissioner of the Western Pacific from 1882 till 1886. He received the honour of knighthood in 1883.

Mr. William Henry Clay has been appointed a Revising Barrister. Mr. Clay is the only son of Mr. William Clay, of Droitwich. He was called to the bar at the Middle Temple in Michaelmas Term, 1868, when he obtained a certificate of honour of the first class, and he practises on the Oxford Circuit.

Mr. William Edward Mirehouse has been appointed a Revising Barrister. Mr. Mirehouse is the second son of the Rev. William Squire Mirehouse, rector of Colsterworth, Leicestershire, and was born in 1844. He was educated at Harrow and at Clare College, Cambridge. He was called to the bar at Lincoln's-inn in Hilary Term, 1870, and he is a member of the Oxford Circuit.

Mr. Henry Benjamin William Hammond, solicitor, of No. 5, Furnival's-inn, E.C., has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

Robert Jones Williams and Llewelyn Williams, solicitors (Williams & Williams), Mold. June 30. [*Gazette*, Aug. 3.

GENERAL.

On Tuesday last the Royal Assent was given by commission to the following public Bills: Law of Distress Amendment, Factory and Workshops Act (1878) Amendment (Scotland), and Glebe Lands.

Mr. T. C. S. Kynnersley, the Birmingham stipendiary magistrate, who has held the office for thirty-two years, and is now eighty-three years of age, has resigned his post.

The Lord Chancellor, speaking at the Mansion House on Wednesday, said: "I remember the case of a counsel who was reminded by the presiding judge that he had repeated the same thing four times, and who replied that he had done so as there were four members of the court."

In the House of Commons on the 2nd inst. Mr. Chamberlain asked the President of the Board of Trade whether the Lord Chancellor and the President of the Board of Trade had considered the draft rules under section 122 of the Bankruptcy Act, 1883, prepared by the Departmental Committee appointed last year and laid upon the table of the House; and whether the Lord Chancellor and the President of the Board of Trade proposed to proceed with such rules. Sir M. Hicks-Beach was understood to reply that it was the intention of the Lord Chancellor to proceed with those rules. The reason for delay was that they had been communicated by circular to the county court judges, and numerous conflicting observations had been made in reply.

In response to a communication addressed to the Master of the Rolls by the Bar Committee, his lordship, through his secretary, has sent the following letter to Sir Henry James, Q.C., M.P., as chairman of the Bar Committee—viz.: —"I am directed by the Master of the Rolls, in reply to your letter, to acquaint you, for the information of the Bar Committee, that his lordship has made an additional rule, to come into force on the 1st of August, of which a copy is annexed. I am to add that no fees are charged to any person for inspection of records of the court dated earlier than 1761." The rule above referred to is as follows:—"The fees for inspecting records of any court of law or equity of a later date than the year 1760 shall be remitted in the case of any barrister desiring to consult such records for the purpose of obtaining instructions for himself or for literary use, or to use as citations by way of authority to the court, and not for the purpose of obtaining information as to the facts to be used by or between other parties."

In the House of Commons on Monday last Mr. M'Cartan asked whether there were certain leases of houses in Castlewellan, county Down, wherein the lessor had provided that if the lessee, his heirs or assigns, harboured or gave a night's lodging to an "attorney-at-law" the rent should be increased to a penal amount therein mentioned; and whether the Government would introduce a clause into the Solicitors Bill to relieve "attorneys-at-law" from such exclusive treatment without exposing the tenants of these houses to the imposition of any such penalty for giving a night's lodging to members of this branch of the legal profession. The Solicitor-General for Ireland said:—I was certainly not aware of the facts referred to by the hon. and learned member, and I have never in the course of my professional experience come across leases containing any clauses at all analogous to those to which he has called attention. As regards the suggestion contained in the second paragraph, I am afraid that parties to leases must be allowed to enter into their own contracts, no matter how peculiar their views may be, and I do not see my way to suggest special legislation dealing with these particular leases.

At the Mansion House on the 3rd inst. George Pearse attended before Alderman Sir R. N. Fowler, M.P., upon a summons at the instance of the Incoporated Law Society, on a charge of unlawfully and falsely pretending to act as a solicitor. Mr. C. O. Humphreys, solicitor, appeared for the society; Mr. Hume Williams, barrister, for the defence. It seemed that there had been certain business transactions between Mr. Dunmore, an artist at Haverstock-hill, and Mr. Oliver, of Royal-hill, Greenwich, and a balance of £2 5s. remained unpaid. The defendant, who is a clerk in the service of a limited company, was informed of the debt, and he thereupon wrote to Mr. Dunmore, stating that he had received instructions from Mr. Oliver to apply to him for £3 14s., and unless the amount was remitted to him by return of post he should take the usual course of obtaining a warrant against him. Subsequently this letter was brought to the knowledge of the Incorporated Law Society, who instituted these proceedings. For the defence Mr. Hume Williams said the defendant was extremely sorry for sending the letter, and had acted entirely in ignorance of the law. He did not pretend to be a solicitor, and had only asked for payment of a debt. Sir Robert Fowler fined the defendant 40s. and one guinea costs. The money was paid.

Messrs. Waterlow & Sons (Limited) have published a "Handbook to the Stamp Duties," by Mr. H. S. Bond, of the Solicitor's Department, Inland Revenue, in the shape of a shilling pamphlet. The work contains, first, the portions of the Customs and Inland Revenue Act of the present session relating to stamps; and, secondly, a revised list of stamp duties in the form in the schedule to the Stamp Act, 1870, and containing references to many of the decisions; next, a list of the obsolete stamp duties, followed by a list of special exemptions, and an appendix on the stamping of deeds and adjudication stamp.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

LONG VACATION, 1888.

Notice.

During the vacation until further notice:—All applications which may require to be immediately or promptly heard are to be made to the judges who for the time being shall act as vacation judges.

Mr. Justice Denman, one of the vacation judges, will until further notice, sit in Chancery Court II., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, the 15th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers relating to every application made to the vacation judges (see notice below as to judge's papers) are to be left with the cause clerk in attendance, Chancery Registrar's Chambers (room 136), Royal Courts of Justice, before one o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance they may be left at room 136, under cover, addressed to him, and marked outside "Chancery Vacation Papers," or they may be sent by post, but in either case so as to be received by the time aforesaid.

In any case of great urgency, the brief of counsel is to be sent to the judge by post, or rail, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The chambers of Mr. Justice North will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice Denman will, until further notice, hear urgent summonses which may be adjourned to him in Mr. Justice North's Private Room, No. 636, in the Royal Courts of Justice at 10.30 a.m. on Wednesday in every week, commencing on the 15th of August. A special time will be appointed for any that cannot then be conveniently disposed of.

The address of the judge for the time being acting as Vacation judge in the Chancery Division can be obtained on application at the Chancery Registrars' Chambers, Room 136.

JUDGES' PAPERS.

The following papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Chancery Registrars' Chambers, Room 136, on or before the Monday previous to the day on which the application to the judge is intended to be made:—

1.—Counsel's certificate of urgency, or note of special leave granted by the judge.

2.—Two copies of writ and two copies of pleadings (if any) and any other documents shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support with exhibits, and also the affidavits in answer, if any filed.

N.B.—Solicitors are requested when the application has been disposed of to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(*Chancery Registrars' Office*)

The Chancery Registrars' Office will be open daily. On Tuesday, the 14th of August, and on the same day in every succeeding week during the vacation, the registrar in attendance will see solicitors requiring alterations necessary in orders to be acted on by the paymaster; but the order, and any necessary papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his seat not later than 12 o'clock on the previous day.

Chancery Registrars' Chambers, Royal Courts of Justice, August 2.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-MONTANA MINING CO., LIMITED.—By an order made by Chitty, J., dated July 25, it was ordered that the company be wound up. Langton & Son, Queen Victoria st, solors for petners

DEBENTURE BOND AND MORTGAGE CO., LIMITED.—Notice to creditors that the assets of the company, being insufficient to satisfy the costs and remuneration of the official liquidator, an order will be made to dissolve the company, unless good cause is shown to the contrary before Mr Binns Smith, chief clerk to Stirling, J., on Thursday. Aug 9 at 12, at Room 267, Royal Courts

GOVERNOR AND CO. OF THE ISLAND OF ANTICOSTI, LIMITED.—Petn for winding up, presented July 31, directed to be heard before the Vacation Judge on Aug 15. Lowless & Co., Martin's lane, solors for petner

RAR (TRANSVAAL) GOLD MINING CO., LIMITED.—Petn for winding up, presented July 31, directed to be heard before the Vacation Judge on Aug 15. Vallance & Co., Lombard House, solors for petner

WESTMORELAND GREEN AND BLUE SLATE CO., LIMITED.—Kay, J., has fixed Aug 11 at 12, at his chambers, for the appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

COURT STANLEY, A.O.F., Nag's Head Inn, Neston, Chester. July 27

CYMDEITHAS CARDDIGWIR GLANN LLUGWY, Schoolroom, Capel Curig, Carnarvon. Aug 1

INDEPENDENT BUD OF HOPE FRIENDLY SOCIETY, Scarborough Hotel, Addey st, Sheffield. July 27

London Gazette.—TUESDAY, Aug. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LOS ANDES OIL AND OZOKERIT CO., LIMITED.—Petn for winding up, presented Aug 1, directed to be heard before the Vacation Judge on Aug 15. West & Co., Cannon st, solors for petner

ORIENTAL LACE AND EMBROIDERY MANUFACTURING CO., LIMITED.—Chitty, J., has fixed Thursday, Aug 16 at 12, at the chambers of the Vacation Judge, for the appointment of an official liquidator

QUEENSLAND MERCANTILE AND AGENCY CO., LIMITED.—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Edwin Waterhouse, 44, Gresham st. Wednesday, Oct 31 at 12, is appointed for hearing and adjudicating upon the debts and claims

SOUTH COAST STEAM SHIPPING CO., LIMITED.—By an order made by North, J., dated July 21, it was ordered that the voluntary winding up of the company be continued. Herbert, Cork st, solor for petner

UNIVERSAL DISCOUNT CO., LIMITED.—Petn for winding up, presented Aug 1, directed to be heard before the Vacation Judge on Aug 15. Keeble, Moorgate st, solor for petner

UPPER TRENT NAVIGATION CO., LIMITED.—North, J., has, by an order dated July 4, appointed Julius Wilson Hetherington Byrne, 81, Gracechurch st, to be official liquidator

VILLA DE CONDE IRON CO., LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mogg, 124, Shoreditch High st. Thursday, Oct 25 at 12, is appointed for hearing and adjudicating upon the debts and claims

FRIENDLY SOCIETIES DISSOLVED.

GRAND MASTERS' COUNCIL, General Havelock Inn, Stanton rd, Ilkeston, Derby. Aug 2

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 3.

FERRIS, EDWIN, Bath, Butcher. Oct 1. Stockwell and Kerr v Ferris, North, J. King, Bath

WOODHOUSE, JOSEPH CARPENTER, Leominster, Solicitor. Sept 15. Mann v Woodhouse, Stirling, J. Robinson, Leominster

London Gazette.—TUESDAY, Aug. 7.

WILSON, ANN CHARLOTTE, Gloucester. Oct 1. Reading v Hill, North, J. Hill Chancery lane

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette—TUESDAY, July 24.

BUTLER, STEPHEN EDWARD RICE, Borough st, Castle Donington, Leicester, Colonel in the Madras Staff Corps. Aug 31. Turner & Low, King st

CHURCHILL, ROBERT, Salisbury, Saddler. Aug 7. Ponsford & Co, Bardon, near Taunton

COTTRELL, EPHRAIM, Manchester, Beer Retailer. Aug 27. Preston, Manchester

CROZER, JAMES, Newcastle upon Tyne, Retired Chemist. Sept 1. Elsdon & Dransfield, Newcastle upon Tyne

DIXON, ROBERT HIRD, Cannon st, Manchester, Manufacturer. Sept 1. Walley, Manchester

DYSON, FRANCIS, Cricklade St Sampson, Wilts, Clerk in Holy Orders Aug 31 Macdonald & Malden, Salisbury

EDMONDSON, RICHARD, Witton in Blackburn, Lancaster, Gent. Sept 29 Wilding & Son, Blackburn

FARRER, ARTHUR, Woodlands, Midgley, Halifax, Colonel in the Madras Cavalry Nov 1 Walker, Halifax

FORSTER, WILLIAM, Coatham, Redcar, York, Accountant Aug 25 Pascoe, Middlesborough

KAY, ANN, Birtle cum Bamford, nr Bury, Lancaster Aug 25 Standring & Taylor, Rochdale

KAY, RICHARD, Wood Gate Hill, near Bury, Lancaster, Labourer. Aug 25. Standring & Taylor, Rochdale

LYNE, FRANCIS, Montagu sq, Middlesex, Esq. Aug 14. Tathams & Pym, Frederick's place

MARCUS, MOSES LIEPMAN, Belsize park. Sept 10. Pritchard & Co, Painters' Hall, E.C.

MOLESWORTH, Lady ANDALUSIA GRANT, Pencarrow, Cornwall. Aug 23. Hunters & Haynes, New sq

NICHOLLS, CHARLES, Buntingford, Hertford, Stationer. Sept 1. Hunt, Ware

PARSONS, EDWARD, West Hill, Wandsworth, Builder. Aug 30. Sloper & Potter, Wandsworth

RIMMEL, EUGENE, Strand. Sept 15. Rimmel, Strand

ROWE, WILLIAM JOHN, Plymouth, Plumber. Aug 23. Whiteford & Bennett, Plymouth

SMITH, THOMAS, Birkenhead, Gent. Aug 26. Smith, Birkenhead

WARBURON, THOMAS, Padiham, Lancaster, Clogger. Sept 8. Waddington, Burnley

WATSON, THOMAS, Scarborough, Retired Saddler. Aug 12. Richardson, Scarborough

WOODWARD, THOMAS, Bordesley green, Warwick. Aug 21. Tyler & Tanner, Birmingham

London Gazette.—FRIDAY, July 27.

BOLTON, THOMAS, Oldham rd, Rochdale, Clogger. Sept 1. Standring & Taylor, Rochdale

BUCKLEY, ARTHUR, Woolton, Lancs, Licensed Victualler. Aug 10. Hosking, Liverpool

BUSH, WILLIAM. Albert rd, Romford, Hay and Straw Dealer. Aug 31. Bush, Romford

CARY, JOSEPH HENRY, Newmarket rd, Eaton, Norwich, Gent. Sept 1. Wioter & Francis, Norwich

COLE, HENRY EDMUND, Waltham Cross, Herts, Gent. Sept 29. Montagu Scott & Baker, Gray's inn sq

COOP, TIMOTHY, Wigan Sept 21 Peace & Ellis, Wigan

CROSS, JAMES, Plankfield, Bury, Lancaster, Coal Merchant. Aug 27. Anderton, Bury

DENYER, FREDERICK THOMAS, Dover st, Piccadilly, Wine Merchant and Hotel Proprietor. Nov 1. Tompkins, Gloucester pl, W

FITZGERALD, GEORGE FLEETWOOD CHARLES. Faucomberg villas, Cheltenham, Colonel in H.M.'s Indian (Bengal) Artillery. Aug 27. Ticehurst & Sons, Cheltenham
GREGORY, ELIZABETH, Blackburn rd, Accrington. Oct 23. Whitaker, Duchy of Lancaster Office, London
HARDING, RICHARD, Talbot Inn, Birmingham, Licensed Victualler. Aug 25. Grosvenor Hill, Birmingham
HIGSON, ELLEN, Coe st, Bolton, Lancaster. Sept 8. Clegg, Bolton
HODGKINSON, CHARLES WAGSTAFFE, Forest Hill, nr Worksop, Nottingham, Gent. Sept 7. Pashley & Hodgkinson, Rotherham
HOYLE, JOHN, Chesham Bank, Chesham Bury, Lancaster, Woollen Manufacturer. Aug 27. Anderton, Bury, Lancashire
JACKSON, ELIZABETH MARY EMILY, North Kilworth, nr Rugby. Sept 1. Bolton & Co, Temple gdns
JONES, FRANCES, Plascoch, Newbridge, Denbigh. Sept 23. Hamlin & Co, Legal and General Chmbrs, Fleet st
KIDD, JOHN, Wine Office ct, Fleet st, Printing Ink Manufacturer. Sept 10. Gush & Co, Finsbury circus
LACEY, WILLIAM, Parchment st, Winchester, Gent. Aug 31. Bowker & Son, Winchester
MAULE, JAMES MACADAM, Station Hotel, Hayward's Heath, Esq. Aug 21. H. & O. Collins, Reading
MEAKIN, WILLIAM FOUNTAIN, Martin's lane, Architect. Sept 10. Godfrey & Webb, West Smithfield
NUNNS, ANN, Ripley, Surrey, Hotel Proprietress. Sept 1. Durbidge, Guildford
OPPITZ, FERDINAND, Park road, New Wandsworth. Sept 10. Wright & Wright, Queen Victoria st
PILKINGTON, WILLIAM HENRY, Clayton le Moor, Whalley, Lancaster, Physician. Aug 29. Whalley, Blackburn
READ, WILLIAM HENRY, Binstead House, nr Arundel, Esq. Aug 24. Taylor, South st
REED, EDWARD TAYLOR, Elswick row, Newcastle upon Tyne, Paper Manufacturer Sept 1. Gibson, Newcastle upon Tyne
ROBINSON, FREDERICK CHAMPION, Mark lane, Esq. Aug 31. Thirkettle, 25, Mark lane
SNAILHAM, THOMAS, Longton, nr Preston, Lancaster, Farmer. Aug 14. T. & H. Dodd, Preston
SOUTHOUSE, HENRY EDWARD, Monica villa, Worthing, Esq. Sept 4. Ward & Co, Gray's inn sq
SUTTON, Rev FREDERICK HEATHCOTE, Rectory, Brant Broughton, Lincoln, Clerk in Holy Orders. Aug 31. Few & Co, Surrey st, Strand
SWALLOW, JAMES, Scarborough, Retired Innkeeper. Sept 3. Watts & Kitching, Scarborough
TAYLER, KATE, Freshfield rd, Brighton. Aug 25. Baker & Co, Lincoln's inn fields
TOTTIE, EMMA, Kirk Ella, East Riding, York. Aug 23. Arundel, Leeds
TOTTIE, JANE, Kirk Ella, East Riding, York. Aug 28. Arundel, Leeds
WALKER, MATTHEW HENRY, Briggate, Leeds, Butcher. Sept 4. Harland & Ingham, Leeds
WITHERS, WILLIAM WOODCOCK, Leonard House, Bognor. Sept 24. Brooke, Lincoln's inn fields

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 3.

RECEIVING ORDERS.

ABBISS, THOMAS, Cambridge, Boot Dealer Cambridge Pet Aug 1 Ord Aug 1
ANDREWS, SIGMUND MARTIN, Bunhill row, Mantle Manufacturer High Court Pet July 26 Ord Aug 1
ARCHER, WILLIAM MONCHIER, residence unknown, Cocoa Nut Matting Manufacturer High Court Pet July 10 Ord July 31
BARBER, FREDERICK, Liverpool, Corn Merchant Liverpool Pet July 14 Ord July 30
BEECHING, EDMUND, Billingsgate Market, Fish Salesman High Court Pet July 30 Ord July 30
BENT, JOHN ALFRED, Leicester, Joiner Leicester Pet July 16 Ord Aug 1
BIRD, JOSEPH, Skirwith, Cumberland, Farmer Carlisle Pet July 31 Ord July 31
BYRT, THOMAS RANDOLPH, Bristol, Newsagent Bristol Pet July 31 Ord July 31
CRABTREE, ADA, Manchester, Hotel Keeper Salford Pet July 16 Ord July 30
DAVISON, THOMAS STOCKIL, Darlington, Painter Stockton on Tees and Middlesborough Pet July 30 Ord July 30
DAVISON, WILLIAM, Darlington, Brush Merchant Stockton on Tees and Middlesborough Pet July 30 Ord July 30
DELAFIELD, SAMUEL, Bedford, Draper Bedford Pet Aug 1 Ord Aug 1
DUCKETT, MARTHA, Embsay, Yorks, Widow Bradford Pet July 31 Ord July 31
DUDGEON, JOHN HEPBURN, Rivercourt rd, Hammersmith, Oil Merchant High Court Pet July 31 Ord July 31
DUNGATE, GEORGE HARRISON, Codsall, Staffordshire, Clerk Wolverhampton Pet July 30 Ord July 30
ELTOFT & CO, J. W., Manchester, Tea Dealers Manchester Pet July 17 Ord Aug 1
FREESTONE, FREDERICK, Ipswich, Lodging house Keeper Ipswich Pet Aug 1 Ord Aug 1
GENN, JAMES, Beak st, Regent st, Draper High Court Pet July 16 Ord Aug 1
HALL, WILLIAM STEPHEN, Birkenhead, Grocer Birkenhead Pet July 30 Ord July 30
HARDCASTLE, PHILIP HALL, Mecklenburgh sq, Solicitor High Court Pet June 9 Ord July 25
HODGKINSON, JAMES OUTRAM, Newport, Mon, Grocer Newport, Mon Pet Aug 1 Ord Aug 1
HOLLAND, EBENEZER, Oxford, Builder Oxford Pet July 31 Ord July 31
JONES, DAVID, Llanwnda, Carnarvonshire, Builder Bangor Pet July 31 Ord July 31
JONES, JAMES ALFRED, Old st, Shoreditch, Cabinet Manufacturer High Court Pet July 31 Ord July 31
KELLEHER, DANIEL, Berwick st, Oxford st, Provision Merchant High Court Pet Aug 1 Ord Aug 1
LISTER, HERBERT, Rodley, Yorks, out of business Leeds Pet July 31 Ord July 31
MOLYNEUX, HENRY, Wigan, Grocer Wigan Pet July 30 Ord July 30
NAYLOR, WILLIAM, Nottingham, Waste Dealer Nottingham Pet July 28 Ord July 28
NEALE, ANNA MARIA, Batcombe, Somersetshire, Widow Frome Pet July 17 Ord July 30
OLLIFFE, SAMUEL FRANCIS, Tulse Hill, Traveller High Court Pet Aug 1 Ord Aug 1
PEACOCK, EDWARD WALTER, Richmond Park rd, Kingston, Coal Merchant Kingston, Surrey Pet July 31 Ord July 31
PIERS-WILLIAMS, W. H., George st, Portman sq High Court Pet June 1 Ord June 15
PIGGOTT, EDMUND, Gilpin grove, Edmonton, no occupation High Court Pet Aug 1 Ord Aug 1
POTTS, BENJAMIN, Harrogate, Builder York Pet July 7 Ord July 30
RICHARDS, SAMUEL, Sutton Coldfield, Warwick, out of business Birmingham Pet July 31 Ord July 31
SAINSBURY, GEORGE SAUNDERS, Bristol, Coal Factor Bristol Pet July 31 Ord July 31
SMITH, GEORGE JOSEPH, Quendon, Essex, Carpenter Cambridge Pet July 30 Ord July 30
SMITH, JOHN GODWIN, New Burlington st, Gold Laceman High Court Pet Aug 1 Ord Aug 1
STROUD, ALFRED HORATIO, Bournemouth, Builder Poole Pet July 13 Ord Aug 1
TANNER, ALFRED RICHARD, Fishponds, Gloucester, Grocer Bristol Pet July 30 Ord July 30
THOMPSON, JOHN RICHARD, Kingston upon Hull, Hosier Kingston upon Hull Pet Aug 1 Ord Aug 1
THWAITES, HENRY, Preston, Draper Preston Pet July 31 Ord July 31
TRENAMAN, JOSEPH PEARSE, Upper Tulse hill, Brixton, Builder High Court Pet Aug 1 Ord Aug 1
UNDERWOOD, BENJAMIN, Old st, St Luke's, Shoemaker High Court Pet Aug 1 Ord Aug 1
WALTERS, THOMAS, Newcastle on Tyne, Music Teacher Newcastle on Tyne Pet July 31 Ord July 31
WEBSTER, ROBERT BULKELEY ORTON, Nottingham, Commercial Traveller Nottingham Pet July 28 Ord July 28
WEST, JOSEPH, Lincoln, Blacksmith Lincoln Pet July 31 Ord July 31

FIRST MEETINGS.

BARBER, FREDERICK, Liverpool, Corn Merchant Aug 16 at 3 Off Rec, 35, Victoria st, Liverpool
BARRETT, WILTON, Inverness ter, Hurlingham lane, Fulham, Gent. Aug 10 at 2 30 33, Carey st, Lincoln's inn
BELLHOUSE, HENRY, WILLIAM HENRY BELLHOUSE, and RICHARD BELLHOUSE, Leeds, Engineers Aug 13 at 11 Off Rec, 22, Park row, Leeds
BIRD, JOSEPH, Skirwith, Cumberland, Farmer Aug 14 at 1 Off Rec, 34, Fisher st, Carlisle
BOTT, SEPTIMUS, Augustus st, Regent's park, Milk Dealer Aug 10 at 11 33, Carey st, Lincoln's inn
COXON, WILLIAM TOWNSEND, Nottingham, Yarn Agent Aug 10 at 11 Off Rec, 1, High pavement Nottingham
CRABTREE, ADA, Manchester, Hotel Keeper Aug 10 at 11.30 Court house, Encombe pl, Salford
DAWSON, GEORGE, Huddersfield, Licensed Hawker Aug 10 at 3 Haigh & Son, solors, New st, Huddersfield
GOLBERGER, EDWARD, Argyll pl, Regent st, Wine Merchant Aug 10 at 11 33, Carey st, Lincoln's inn
GRIFFITHS, ASHTON, Grosvenor rd, Tunbridge Wells, Hosier Aug 10 at 2 30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
HOLLAND, WILLIAM HENRY, Humberstone, Leices, Timber Merchant Aug 10 at 4 28, Friar lane, Leicester
JAMES, JOHN, Onneley, Staffs, Butcher Aug 14 at 2.30 Off Rec, Newcastle under Lyme
JONES, JOHN, Edgware rd, Hosier Aug 10 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
LOUGHER, MOSES, Ynyshir, Glam, Grocer Aug 10 at 12 Off Rec, 29, Queen st, Cardiff
MILES, ARTHUR EDWARD, Southampton, Wine Merchant Aug 13 at 11 Off Rec, 4, East st, Southampton
MOLYNEUX, HENRY, Wigan, Grocer Aug 14 at 10.30 Wigan County Court
NEWCOMBE, JOHN, Leicester, Picture Frame Maker Aug 10 at 12.30 28, Friar lane, Leicester
NICKELS, JOHN, Newark on Trent, Basket Maker Aug 10 at 12 Off Rec, 1 High pavement, Nottingham
NISH, JOHN CARISFORD, Manchester, Drysalter Aug 10 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
OTTLEY, GEORGE JOHNSON, Bournemouth rd, Rye lane, Peckham, Accountant Aug 10 at 12 33, Carey st, Lincoln's inn
PEARSON, EDWARD, South Shields, Draper Aug 15 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester
POTTS, BENJAMIN, Harrogate, Builder Aug 13 at 12.30 Off Rec, York
RAYMENT, GEORGE, Luton, Straw Hat Manufacturer Aug 13 at 3 Off Rec, Park st West, Luton
SMITH, GEORGE, Burwash, Nurseryman Aug 10 at 3 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
SMITH, GEORGE JOSEPH, Quendon, Essex, Carpenter Aug 15 at 2.45 Rose and Crown Hotel, Saffron Walden
STEADMAN, GEORGE, Sheffield, Botanist Aug 14 at 3 Off Rec, Figtree lane, Sheffield
WALDREN, ALBERT, Hitchin, Painter Aug 11 at 12 Ewen & Roberts, solors, Outer Temple, Strand, W.C.
WALTERS, THOMAS, Newcastle on Tyne, Music Teacher Aug 14 at 2 Off Rec, Pink lane, Newcastle on Tyne
The following amended notice is substituted for that published in the London Gazette of July 27.
DAVIES, EVAN, Llanrwst, Denbighshire, Farmer Aug 4 at 3.30 Eagles Hotel, Llanwrst

ADJUDICATIONS.

BARNARD, WILLIAM, Leicester, Beerhouse Keeper Leicester Pet July 16 Ord July 27
BEECHING, EDMUND, Billingsgate Market, Fish Salesman High Court Pet July 30 Ord July 30
BLUETT, ALFRED ERNEST, residence unknown, Dealer in Oriental Goods High Court Pet July 19 Ord July 30
CRISPIN, EDWIN HENRY, Ivybridge, Devon, Carpenter East Stonehouse Pet July 25 Ord July 30
DARBY, WILLIAM, Workington, Outfitter Cockermouth and Workington Pet July 23 Ord Aug 1
DAVISON, THOMAS STOCKIL, Darlington, Painter Stockton on Tees and Middlesborough Pet July 30 Ord July 30
DAVISON, WILLIAM, Darlington, Merchant Stockton on Tees and Middlesborough Pet July 30 Ord July 30
DELAFIELD, SAMUEL, Bedford, Draper Bedford Pet Aug 1 Ord Aug 1
DE PINNA, GEORGE ISAAC, and GEORGE SAMSON DE PINNA, Fenchurch st, Furriers High Court Pet July 27 Ord July 31

DUCKETT, MARTHA, Embsay, Yorks, Widow Bradford Pet July 31 Ord July 31
DUNGATE, GEORGE HARRISON, Codsall, Staffordshire, Clerk Wolverhampton Pet July 28 Ord Aug 1
FLETCHER, CHARLES BUZZARD, Belgrave, Leicestershire, Tailor Leicester Pet July 16 Ord July 27
FLETCHER, F., residence unknown High Court Pet May 15 Ord July 30
FREESTONE, FREDERICK, Ipswich, Lodging house Keeper Ipswich Pet Aug 1 Ord Aug 1
HALL, WILLIAM STEPHEN, Birkenhead, Grocer Birkenhead Pet July 30 Ord July 30
HARRIS, FRANCIS COLEMAN, Luton, Straw Hat Manufacturer Luton Pet July 13 Ord July 30
HODGKINSON, JAMES OUTRAM, Newport, Mon, Grocer Newport, Mon Pet Aug 1 Ord Aug 1
JACKSON, JOHN, Leicester, Joiner Leicester Pet July 18 Ord July 27
JONES, DAVID, Llanwnda, Carnarvonshire, Builder Bangor Pet July 31 Ord July 31
JONES, JAMES ALFRED, Mansford st, Hackney rd, Cabinet Manufacturer High Court Pet July 31 Ord July 31
LANE, GEORGE FREDERICK, Salisbury, Tailor Salisbury Pet July 18 Ord July 31
LEE, ALFRED, Barnstaple, Dairyman Barnstaple Pet July 14 Ord July 31
LISTER, HERBERT, Rodley, Yorks, out of business Leeds Pet July 31 Ord July 31
MILES, ARTHUR EDWARD, Southampton, Wine Merchant Southampton Pet July 11 Ord July 31
MOLYNEUX, HENRY, Wigan, Grocer Wigan Pet July 30 Ord July 30
MUSSELL, WILLIAM HENRY, Plymouth, Builder East Stonehouse Pet July 24 Ord July 31
PIKE, ARTHUR, Ibstock, Leicestershire, Mason Leicester Pet July 9 Ord July 27
PLACE, WILLIAM GORDON, Leicester, Solicitor Leicester Pet June 9 Ord July 30
PORTER, ALFRED, Leicester, Confectioner Leicester Pet July 20 Ord July 27
POTTER, FREDERICK, Oldham, Licensed Victualler Oldham Pet July 23 Ord Aug 1
POTTS, BENJAMIN, Harrogate, Builder York Pet July 7 Ord July 31
ROBERTS, H. S., Dalston lane, Clerk in Holy Orders High Court Pet June 28 Ord July 31
SMITH, GEORGE JOSEPH, Quendon, Essex, Carpenter Cambridge Pet July 30 Ord July 31
SWAFFER, JOHN, Dunkirk, Kent, Blacksmith Canterbury Pet July 9 Ord July 30
TANNER, ALFRED RICHARD, Fishponds, Gloucestershire, Grocer Bristol Pet July 30 Ord Aug 1
THOMPSON, JAMES KNAPTON, Leeds, Newspaper Manager Leeds Pet July 28 Ord Aug 1
THWAITES, HENRY, Preston, Draper Preston Pet July 31 Ord July 31
TRENEMAN, JOSEPH PEARSE, Upper Tulse hill, Brixton, Builder High Court Pet Aug 1 Ord Aug 1
UNDERWOOD, BENJAMIN, Old st, St Luke's, Shoemaker High Court Pet Aug 1 Ord Aug 1
WALTERS, THOMAS, Newcastle on Tyne, Music Teacher Newcastle on Tyne Pet July 31 Ord July 31
WEST, JOSEPH, Lincoln, Blacksmith Lincoln Pet July 31 Ord July 31
WOODS, WILLIAM JAMES, Gt Titchfield st, Provision Dealer High Court Pet July 13 Ord July 31

London Gazette.—TUESDAY, Aug. 7.

RECEIVING ORDERS.

BENTLEY, JULIA, Blackstone rd, London fields, Hackney, Boot Manufacturer High Court Pet Aug 1 Ord Aug 2
BRIERLEY, WILLIAM, Rochdale, Farmer Oldham Pet Aug 2 Ord Aug 2
CANDLER, STEPHEN, Teviot st, Poplar, Ex-Inspector of Police High Court Pet Aug 4 Ord Aug 4
CHARLESWORTH, DANIEL, Long Clawson, Leicestershire, Licensed Victualler Leicester Pet Aug 2 Ord Aug 2
CLARK, DAVID, Whitecroft, nr Lydney, Glos, Grocer Newport, Mon Pet July 31 Ord Aug 2
DIXON, RICHARD, Birkenhead, Licensed Victualler Birkenhead Pet Aug 1 Ord Aug 1
FRENCH, JOE JOSEPH, High st, Notting hill, Florist High Court Pet Aug 4 Ord Aug 4
GALPIN, HENRY JOHN, Tabard st, Borough, Corn Dealer High Court Pet Aug 1 Ord Aug 2
GASKIN, SETH, Willington, Derbyshire, Builder Derby Pet Aug 2 Ord Aug 2
GRIGG, WILLIAM THOMAS, Newport, I W, Draper Newport and Ryde Pet Aug 1 Ord Aug 1
HILL, THOMAS, Shallowford, nr Stafford, Farmer Stafford Pet Aug 3 Ord Aug 3
MARSHALL, JOHN, Walsden, nr Todmorden, Dyer Burnley Pet July 10 Ord Aug 2
MILLIGAN, JOHN HENRY, Old Kent rd, Provision Dealer High Court Pet Aug 4 Ord Aug 4
MORLEY, THOMAS, Walthamstow, Essex, Manager to a Dairyman Chelmsford Pet July 17 Ord Aug 1
OAKE, JOSEPH BLAKE, Union rd, Rotherhithe, Engineer High Court Pet Aug 2 Ord Aug 2
PEREIRA, C, Lenthall rd, Dalston, Builder High Court Pet May 22 Ord Aug 4
SMITH, EDWARD BURGESS, Hertford, Occupation cannot be ascertained High Court Pet June 15 Ord Aug 2
TEASDALE, JOHN, Durham, Gunmaker Durham Pet July 24 Ord Aug 3
TOLLERVEY, WILLIAM HENRY, Holloway rd, Butcher High Court Pet Aug 3 Ord Aug 3
TRIMMING, ELIZA, residence unknown, Tobacconist High Court Pet July 5 Ord Aug 2
VERTEGANS, ARTHUR EDWARD, Moss Side, nr Manchester, Commission Agent Salford Pet July 28 Ord Aug 1
WARD, WALTER, Stratford, Commercial Traveller High Court Pet Aug 3 Ord Aug 3
WARDEN, JOSEPH, Stockton on Tees, Hairdresser Stockton on Tees and Middlesborough Pet Aug 2 Ord Aug 2
WHITE, C, address unknown, Printer High Court Pet July 7 Ord Aug 2
WILLOUGHBY, JOHN, Deal, Hotel Proprietor Canterbury Pet July 20 Ord Aug 3
WOOD, JOSEPH WILLIAM, Sheffield, Wheelwright Sheffield Pet July 13 Ord Aug 2

FIRST MEETINGS.

ABBISS, THOMAS, Cambridge, Boot Dealer Aug 17 at 12 Off Rec, 5, Petty Cury, Cambridge
ARMFIELD, GEORGE, and CHARLES ARMFIELD, Barnsley, Coal Merchants Aug 16 at 10.30 Off Rec, 1, Hanson st, Barnsley
BENT, JOHN ALFRED, Leicester, Joiner Aug 15 at 3 28, Friar lane, Leicester
BONE, EDWARD JOHN, Fulham rd, Watchmaker Aug 15 at 11 33, Carey st, Lincoln's inn
BRIERLEY, WILLIAM, Rochdale, Farmer Aug 16 at 3.30 Townhall, Rochdale
BYRT, THOMAS RANDOLPH, Bristol, Newsagent. Aug 16 at 3.15 Off Rec, Bank chbrs, Bristol
CHARLESWORTH, DANIEL, Long Clawson, Leicestershire, Licensed Victualler Aug 16 at 3 28, Friar lane, Leicester
CLARK, DAVID, Whitecroft, nr Lydney, Glos, Grocer Aug 15 at 12 Off Rec, 12, Tredegar pl, Newport, Mon
COOK, JOHN, West Hartlepool, Florist Aug 15 at 2.15 Royal Hotel, West Hartlepool
COOKSON, J, & Co, Leeds, Stockbrokers Aug 15 at 12 Off Rec, 22, Park row, Leeds
COLEGROVE, RICHARD HILDEBRAND, Westcroft sq, Hammersmith, Commercial Traveller Aug 16 at 11 33, Carey st, Lincoln's inn
CROWLY, CHARLES FREDERICK, Paternoster row, Commission Agent Aug 16 at 12 33, Carey st, Lincoln's inn
DANNCOCKS, WALTER VINCENT, Goldhawk rd, Hammersmith, Dairyman Aug 16 at 12 33, Carey st, Lincoln's inn
DARBY, WILLIAM, Workington, Outfitter Aug 15 at 12 67, Duke st, Whitehaven
DARDS, JOSEPH, Old Kent rd, Mineral Water Manufacturer Aug 15 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn
DAVIS, JAMES, now out of England, Proprietor of the Bat Newspaper Aug 16 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
DELAFIELD, SAMUEL, Bedford, Draper Aug 15 at 1 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
DICKERSON, CHARLES WILLIAM, High st, Poplar, Licensed Victualler Aug 14 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
DIXON, RICHARD, Birkenhead, Licensed Victualler Aug 15 at 2.30 Off Rec, 48, Hamilton sq, Birkenhead
DUCKETT, MARTHA, Embsay, Yorks, Widow Aug 14 at 12 Off Rec, Manor row, Bradford
GASKIN, SETH, Willington, Derby, Builder Aug 16 at 3 Off Rec, St James's chmbrs, Derby
GREENGRASS, JAMES WILLIAM, High st, Woolwich, Stevedore's Foreman Aug 14 at 12 33, Carey st, Lincoln's inn
HALL, WILLIAM STEPHEN, Birkenhead, Grocer Aug 15 at 2 Off Rec, 48, Hamilton sq, Birkenhead
HEARD, EDWARD, New North rd, Contractor Aug 15 at 11 Bankruptcy bldgs, Lincoln's inn
HODGKINSON, JAMES OUTRAM, Newport, Mon, Grocer Aug 15 at 12.30 Off Rec, 12, Tredegar pl, Newport, Mon
JONES, EDWARD, Camberwell New rd, Chemist Aug 14 at 12 33, Carey st, Lincoln's inn
LISTER, HERBERT, Rodley, Yorks, out of business Aug 16 at 12 Off Rec, 22, Park row, Leeds
LYONS, LEWIS, Mulberry tree yard, Stepney green, Omnibus Proprietor Aug 15 at 12 33, Carey st, Lincoln's inn
MAPLE, CHARLES CONSTABLE, Birchington, Kent, Butcher Aug 15 at 4.30 53, High st, Margate
MORLEY, THOMAS, Walthamstow, Manager to Dairyman Aug 15 at 11.30 Shirehall, Chelmsford
NAYLOR, WILLIAM, Nottingham, Waste Dealer Aug 15 at 11 Off Rec, 1, High pavement, Nottingham
NEALE, ANNA MARIA, Batcombe, Somersetshire, Widow Aug 16 at 2.45 Off Rec, Bank chmbrs, Bristol
OLIVE, JOHN, St Peter's, Kent, Painter Aug 15 at 4 53, High st, Margate
OPPENHEIMER, ADOLPHUS, Montague pl, Russell sq, Merchant Aug 14 at 11 33, Carey st, Lincoln's inn
PEEL, GEORGE, Adelaide rd, Chalk Farm, Manager to Corn Merchant Aug 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
PENNELL, GEORGE DANIEL, Dyne rd, Kilburn, Clerk Aug 15 at 11 33, Carey st, Lincoln's inn
ROWLAND, HENRY, Merthyr Tydfil, Sculptor Aug 15 at 12 Off Rec, Merthyr Tydfil
SAINSBURY, GEORGE SAUNDERS, Bristol, Coal Factor Aug 16 at 3.30 Off Rec, Bank chbrs, Bristol
SMITH, GEORGE, Gt Grimsby, Leather Merchant Aug 15 at 1 Off Rec, 3, Haven st, Gt Grimsby
SMITH, HENRY, Battersea pk rd, Butcher Aug 15 at 3 109, Victoria st, Westminster
SMITH, RICHARD JOSEPH, Leeds, Draper Aug 16 at 11 Off Rec, 22, Park row, Leeds
SMITH, THOMAS RAW VERNON ST PIERRE, Hanley rd, Romsey Rise Aug 16 at 11 33, Carey st, Lincoln's inn
TANNER, ALFRED RICHARD, Fishponds, Glouces, Grocer Aug 16 at 3 Off Rec, Bank chbrs, Bristol
THOMPSON, JAMES KNAPTON, Leeds, Newspaper Manager Aug 15 at 11 Off Rec, 22, Park row, Leeds
THWAITES, HENRY, Preston, Draper Aug 14 at 3 Off Rec, 14, Chapel st, Preston
VERTEGANS, ARTHUR EDWARD, Moss Side, nr Manchester, Commission Agent Aug 14 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
WEBSTER, ROBERT BULKELEY ORTON, Nottingham, Commercial Traveller Aug 15 at 12 Off Rec, 1, High pavement, Nottingham
WILLIAMS, ELIAS, Llanrwst, Denbighshire, Farmer Aug 15 at 3.15 Junction Hotel, Llandudno Junction

ADJUDICATIONS.

ABBISS, THOMAS, Cambridge, Boot Dealer Cambridge Pet Aug 1 Ord Aug 2
BARRETT, TOBIAS, Doncaster, Innkeeper Sheffield Pet July 11 Ord Aug 2
BUDDEN, JOHN, Bournemouth, Cab Proprietor Poole Pet July 19 Ord Aug 3
CRABTREE, ADA, Manchester, Hotel Keeper Salford Pet July 16 Ord Aug 2
GASKIN, SETH, Willington, Derbyshire, Builder Derby Pet Aug 2 Ord Aug 2
HILL, THOMAS, Shallowford, nr Stafford, Farmer Stafford Pet Aug 3 Ord Aug 3
MARTIN, E. W., Tunbridge Wells, Builder Tunbridge Wells Pet May 30 Ord Aug 1
PEACOCK, EDWARD WALTER, Richmond pk rd, Kingston on Thames, Coal Merchant Kingston, Surrey Pet July 31 Ord Aug 2
PRICE, EDWARD JONES, St Harmon, Radnorshire, Farmer Newtown Pet June 11 Ord July 25
PROWSE, T. WILLIAM, Sillwood, Streatham hill Wandsworth Pet May 24 Ord Aug 2
SAMPSON, ROBERT, New Sleaford, Lincolnshire, Newspaper Proprietor Boston Pet July 18 Ord Aug 2
SARGEANT, HERBERT, Queen Anne's ter, Bromley, Grocer Croydon Pet July 18 Ord Aug 1
SMITH, GEORGE, Burwash, Sussex, Nurseryman, Tunbridge Wells Pet July 25 Ord Aug 1
SMITH, HENRY, Battersea pk rd, Butcher Wandsworth Pet June 29 Ord Aug 2

VERTEGANS, ARTHUR EDWARD, Moss Side, nr Manchester, Commission Agent Salford Pet July 25 Ord Aug 24
WARD, WILLIAM GEORGE, Bawtry, Yorks, Tailor Sheffield Pet July 11 Ord Aug 2
WARDEN, JOSEPH, Stockton on Tees, Hairdresser Stockton on Tees and Middlesborough Pet Aug 2 Ord Aug 2

SALE OF ENSUING WEEK.

Aug. 15.—Messrs. FOSTER, at the Mart, E.C., at 2 p.m., Freehold Residence (see advertisement, Aug. 4, p. 670).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

LUCAS.—Aug. 1, at East Grinstead, the wife of Henry Lucas, barrister-at-law, of a daughter.

MARRIAGE.

COXHEAD—GRIBBLE.—Aug. 2, at Kensington, Frederick Charles Coxhead, of the Inner Temple, barrister-at-law, to Amy Bruce, daughter of the late Thomas Gribble.

DEATH.

SKINNER.—Aug. 2, at West Dulwich, George Edward Skinner, Deputy-Assistant Paymaster of the Chancery Division, aged 51.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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